

State of Hawaii  
Department of Public Safety  
Corrections  
Mainland and Federal Detention Center Branch

## **Request for Proposals**

### **RFP No.: PSD 08-ID/MB-24 Multi-custody Level Correctional Facility for the Care, Custody and Confinement of Hawaii Female Inmates**

May 27, 2008

Note: If this RFP was downloaded from the State Procurement Office RFP Website each applicant must provide contact information to the RFP contact person for this RFP to be notified of any changes. For your convenience, you may download the [RFP Interest form](#), complete and e-mail or mail to the RFP contact person. The State shall not be responsible for any missing addenda, attachments or other information regarding the RFP if a proposal is submitted from an incomplete RFP.

May 27, 2008

## **REQUEST FOR PROPOSALS**

### **A MULTI-CUSTODY LEVEL CORRECTIONAL FACILITY FOR THE CONFINEMENT, CARE AND CUSTODY OF HAWAII FEMALE OFFENDERS RFP No. PSD 08-ID/MB-24**

The Department of Public Safety, Institutions Division, Mainland Branch, is requesting proposals for a qualified Provider to confine and supervise an indeterminate number of female Hawaii inmates to be determined by the State of Hawaii (State) in accordance with county, state and federal laws. Within the correctional facility, the Provider is to provide a range of correctional services, including education, substance abuse programs that include a therapeutic community, vocational programming, work line employment, recreation, libraries (law and recreational), health care (medical, dental, vision, mental health), religion, and security. The level of substance abuse programming must be based on Level of Service Inventory-Revised (LSI-R) assessments. The education programs must be designed to reduce recidivism and the vocational training to be offered shall include an analysis of a career outlook. The contract term will be for the twelve-month period beginning on November 1, 2008 or on the official commencement date on the Notice to Proceed.

Proposals shall be mailed and postmarked by the United States Postal Service on or before **July 31, 2008**, or hand delivered no later than 4:30 p.m., Hawaii Standard Time (HST), on **July 31, 2008**, at the drop-off site designated on the Proposal Mail-In and Delivery Information Sheet. Proposals postmarked or hand delivered after the submittal deadline shall be considered late and rejected. There are no exceptions to this requirement.

The Administrative Services Office—Purchasing and Contracts Section will conduct an orientation on **June 20, 2008** from 9:00 a.m. to 11:00 a.m. HST, at the Department of Public Safety, Director's Office Conference Room, 919 Ala Moana Boulevard, 4<sup>th</sup> Floor, Honolulu, Hawaii 96814. All prospective applicants are encouraged to attend the orientation.

The deadline for submission of written questions is 4:30 p.m., HST, on **June 27, 2008**. All written questions will receive a written response from the State on or about **July 3, 2008**.

Inquiries regarding this RFP should be directed to the RFP contact person, Mr. Marc Yamamoto at 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814, telephone: (808) 587-1215, facsimile: (808) 587-1244, e-mail: [marc.s.yamamoto@hawaii.gov](mailto:marc.s.yamamoto@hawaii.gov).

## PROPOSAL MAIL-IN AND DELIVERY INFORMATION SHEET

<b>NUMBER OF COPIES TO BE SUBMITTED: 8</b>
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ALL MAIL-INS SHALL BE POSTMARKED BY THE UNITED STATES POSTAL SERVICE (USPS) NO LATER THAN **July 31, 2008** and received by the state purchasing agency no later than 10 days from the submittal deadline.

### All Mail-ins

<b>Department of Public Safety Administrative Services Office – Purchasing and Contracts Section 919 Ala Moana Boulevard, Room 413 Honolulu, Hawaii 96814</b>
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### RFP COORDINATOR

<b>Marc Yamamoto Ph: (808) 587-1215 Fax: (808) 587-1244 e-Mail: marc.s.yamamoto@hawaii.gov</b>
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ALL HAND DELIVERIES SHALL BE ACCEPTED AT THE FOLLOWING SITES UNTIL **4:30 P.M., Hawaii Standard Time (HST), July 31, 2008**. Deliveries by private mail services such as FEDEX shall be considered hand deliveries. Hand deliveries shall not be accepted if received after 4:30 p.m., **July 31, 2008**.

### Drop-off Sites

<b>Department of Public Safety Administrative Services Office – Purchasing and Contracts Section 919 Ala Moana Boulevard, Room 413 Honolulu, Hawaii 96814</b>
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# **Section 1**

## **Administrative Overview**



# Section 1

## Administrative Overview

Applicants are encouraged to read each section of the RFP thoroughly. While sections such as the administrative overview may appear similar among RFPs, state purchasing agencies may add additional information as applicable. It is the responsibility of the applicant to understand the requirements of *each* RFP.

### TERMS AND ACRONYMS USED IN THIS RFP

ACA	=	American Correctional Association.
ADAD	=	Alcohol and Drug Abuse Division, Department of Health, State of Hawaii
CARF	=	Commission on Accreditation of Rehabilitation Facilities
DSM IV	=	Diagnostic and Statistical Manual of Mental Disorders – IV
Provider	=	An organization or individual contracted by the agency to provide health or human services.
Inmate	=	State of Hawaii Inmates.
LSI-R	=	Level of Services Inventory-Revised.
Level III	=	An intensive long-term residential treatment program lasting 9-15 months in therapeutic communities (TC).
Applicant	=	An organization or individual that responds to a request for proposals or solicitation for statements of qualifications by submitting a proposal or statement of qualification respectively.
PSD	=	Department of Public Safety.
PPB-PC	=	Planning, Programming and Budget Office—Purchasing and Contracts
State	=	State of Hawaii.
TC	=	Therapeutic Community. An approach to substance abuse treatment that is a psychosocial, experiential learning process, which utilizes the influence of positive peer pressure within a highly structured social environment. The primary therapeutic change agent is the community itself, including staff and program participants together as members of a “family.” The culture is defined by a mutual self-help attitude where community members confront each other’s negative behavior and attitudes and establish an open, trusting and safe environment where personal disclosure is encouraged, and the prison culture of the general population is rejected. Participants need to view staff

as role models and rational authorities rather than as custodians or treatment providers.

## **I. Procurement Timetable**

Note that the procurement timetable represents the State's best estimated schedule. Contract start dates may be subject to the issuance of a notice to proceed.

<u>Activity</u>	<u>Scheduled Date</u>
Public notice announcing Request for Proposals (RFP).....	May 27, 2008
Distribution of RFP.....	May 27, 2008
RFP orientation session.....	June 20, 2008
	June 27, 2008,
Closing date for submission of written questions for written responses	4:30 p.m., H.S.T.
State purchasing agency's response to applicants' written questions.....	July 3, 2008
	Week of July 14 –
Discussions with applicant prior to proposal submittal deadline (optional)	18, 2008
	July 31, 2008,
Proposal submittal deadline.....	4:30 p.m., H.S.T.
Determine priority-listed Applicants.....	August 4 – 8, 2008
Presentations and or site visitations with priority-listed Applicants	August 11 – 20,
(optional).....	2008
	August 26, 2008,
Final revised proposals (optional).....	4:30 p.m., H.S.T.
Proposal evaluation period.....	August 1 - 28, 2008
Provider selection .....	August 29, 2008
Notice of statement of findings and decision.....	September 2 2008
Contract start date.....	November 1, 2008

## II. Website Reference

The State Procurement Office (SPO) website is <http://hawaii.gov/spo/>

For	Click
1 Procurement of Health and Human Services	"Health and Human Services, Chapter 103F, HRS..."
2 RFP website	"Health and Human Services, Ch. 103F..." and "The RFP Website" (located under Quicklinks)
3 Hawaii Administrative Rules (HAR) for Procurement of Health and Human Services	"Statutes and Rules" and "Procurement of Health and Human Services"
4 Forms	"Health and Human Services, Ch. 103F..." and "For Private Providers" and "Forms"
5 Cost Principles	"Health and Human Services, Ch. 103F..." and "For Private Providers" and "Cost Principles"
6 Standard Contract -General Conditions	"Health and Human Services, Ch. 103F..." "For Private Providers" and "Contract Template – General Conditions"
7 Protest Forms/Procedures	"Health and Human Services, Ch. 103F..." and "For Private Providers" and "Protests"

### Non-SPO websites

(Please note: website addresses may change from time to time. If a link is not active, try the State of Hawaii website at <http://hawaii.gov>)

For	Go to
8 Tax Clearance Forms (Department of Taxation Website)	<a href="http://hawaii.gov/tax/">http://hawaii.gov/tax/</a> click "Forms"
9 Wages and Labor Law Compliance, Section 103-055, HRS, (Hawaii State Legislature website)	<a href="http://capitol.hawaii.gov/">http://capitol.hawaii.gov/</a> click "Bill Status and Documents" and "Browse the HRS Sections."
10 Department of Commerce and Consumer Affairs, Business Registration	<a href="http://hawaii.gov/dcca">http://hawaii.gov/dcca</a> click "Business Registration"
11 Campaign Spending Commission	<a href="http://hawaii.gov/campaign">http://hawaii.gov/campaign</a>

## III. Authority

This RFP is issued under the provisions of the Hawaii Revised Statutes (HRS) Chapter 103F and its administrative rules. All prospective applicants are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any prospective applicant shall constitute admission of such knowledge on the part of such prospective applicant.

## **IV. RFP Organization**

This RFP is organized into five sections:

**Section 1, Administrative Overview:** Provides applicants with an overview of the procurement process.

**Section 2, Service Specifications:** Provides applicants with a general description of the tasks to be performed, delineates provider responsibilities, and defines deliverables (as applicable).

**Section 3, Proposal Application Instructions:** Describes the required format and content for the proposal application.

**Section 4, Proposal Evaluation:** Describes how proposals will be evaluated by the state purchasing agency.

**Section 5, Attachments:** Provides applicants with information and forms necessary to complete the application.

## **V. Contracting Office**

The Contracting Office is responsible for overseeing the contract(s) resulting from this RFP, including system operations, fiscal agent operations, and monitoring and assessing provider performance. The Contracting Office is:

Department of Public Safety  
Mainland and Federal Detention Center Branch  
919 Ala Moana Boulevard, Room 400  
Honolulu, Hawaii 96814

Ms. Shari Kimoto  
Telephone: (808) 837-8020 Facsimile: (808) 837-8026  
e-mail address: shari.l.kimoto@hawaii.gov

## **VI. Orientation**

An orientation for applicants in reference to the request for proposals will be held as follows:

<b>Date:</b>	<b>June 20, 2008</b>	<b>Time:</b>	<b>9:00 a.m. to 11:00 a.m., H.S.T.</b>
<b>Location:</b>	<b>Director's Conference Room 919 Ala Moana Boulevard, Room 400 Honolulu, Hawaii 96814</b>		

Applicants are encouraged to submit written questions prior to the orientation. Impromptu questions will be permitted at the orientation and spontaneous answers provided at the state purchasing agency's discretion. However, answers provided at the orientation are only intended as general direction and may not represent the state purchasing agency's position. Formal official responses will be provided in writing. To ensure a written response, any oral questions should be submitted in writing following the close of the orientation, but no later than the submittal deadline for written questions indicated in the paragraph VII. Submission of Questions.

## **VII. Submission of Questions**

Applicants may submit questions to the RFP Contact Person identified in Section 2 of this RFP. All written questions will receive a written response from the state purchasing agency.

Deadline for submission of written questions:

**Date:** June 27, 2008      **Time:** 4:30 p.m. HST

State agency responses to applicant written questions will be provided by:

**Date:** July 3, 2008

## **VIII. Submission of Proposals**

A. **Forms/Formats** - Forms, with the exception of program specific requirements, may be found on the State Procurement Office website referred to in II. Website Reference. Refer to the Proposal Application Checklist for the location of program specific forms.

1. **Proposal Application Identification (Form SPO-H-200).** Provides applicant proposal identification.
2. **Proposal Application Checklist.** Provides applicants with information on where to obtain the required forms; information on program specific requirements; which forms are required and the order in which all components should be assembled and submitted to the state purchasing agency.
3. **Table of Contents.** A sample table of contents for proposals is located in Section 5, Attachments. This is a sample and

meant as a guide. The table of contents may vary depending on the RFP.

4. **Proposal Application (Form SPO-H-200A).** Applicant shall submit comprehensive narratives that address all of the proposal requirements contained in Section 3 of this RFP, including a cost proposal/budget if required.

- B. **Program Specific Requirements.** Program specific requirements are included in Sections 2, Service Specifications and Section 3, Proposal Application Instructions, as applicable. If required, Federal and/or State certifications are listed on the Proposal Application Checklist located in Section 5.

- C. **Multiple or Alternate Proposals.** Multiple or alternate proposals shall not be accepted unless specifically provided for in Section 2 of this RFP. In the event alternate proposals are not accepted and an applicant submits alternate proposals, but clearly indicates a primary proposal, it shall be considered for award as though it were the only proposal submitted by the applicant.

- D. **Tax Clearance.** Pursuant to HRS Section 103-53, as a prerequisite to entering into contracts of \$25,000 or more, providers shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. Tax clearance applications may be obtained from the Department of Taxation website. (Refer to this section's part II. Website Reference.)

- E. **Wages and Labor Law Compliance.** If applicable, by submitting a proposal, the applicant certifies that the applicant is in compliance with HRS Section 103-55, Wages, hours, and working conditions of employees of contractors performing services. Refer to HRS Section 103-55, at the Hawaii State Legislature website. (See part II. Website Reference.)

**Not applicable, pursuant to Chapter 76-16(15), HRS.**

**Compliance with all Applicable State Business and Employment Laws.** All providers shall comply with all laws governing entities doing business in the State. Prior to contracting, owners of all forms of business doing business in the state except sole proprietorships, charitable organizations unincorporated associations and foreign insurance companies be registered and in good standing with the Department of

Commerce and Consumer Affairs (DCCA), Business Registration Division. Foreign insurance companies must register with DCCA, Insurance Division. More information is on the DCCA website. (See part II, Website Reference.)

- F. **Hawaii Compliance Express (HCE).** Providers may register with HCE for online proof of DOTAX and IRS tax clearance Department of Labor and Industrial Relations (DLIR) labor law compliance, and DCCA good standing compliance. There is a nominal annual fee for the service. The “Certificate of Vendor Compliance” issued online through HCE provides the registered provider’s current compliance status as of the issuance date, and is accepted for both contracting and final payment purposes. Refer to this section’s part II. Website Reference for HCE’s website address.
- G. **Campaign Contributions by State and County Contractors.** Contractors are hereby notified of the applicability of HRS Section 11-205.5, which states that campaign contributions are prohibited from specified State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body. For more information, FAQs are available at the Campaign Spending Commission webpage. (See part II, Website Reference.)
- H. **Confidential Information.** If an applicant believes any portion of a proposal contains information that should be withheld as confidential, the applicant shall request in writing nondisclosure of designated proprietary data to be confidential and provide justification to support confidentiality. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal to facilitate eventual public inspection of the non-confidential sections of the proposal.

***Note that price is not considered confidential and will not be withheld.***

- I. **Proposal Submittal.** All mail-ins shall be postmarked by the United States Postal System (USPS) and received by the State purchasing agency no later than the submittal deadline indicated on the attached Proposal Mail-in and Delivery Information Sheet. All hand deliveries shall be received by the State purchasing agency by the date and time designated on the Proposal Mail-In and Delivery Information Sheet. Proposals shall be rejected when:
- Postmarked after the designated date; or

- Postmarked by the designated date but not received within 10 days from the submittal deadline; or
- If hand delivered, received after the designated date and time.

The number of copies required is located on the Proposal Mail-In and Delivery Information Sheet. Deliveries by private mail services such as FEDEX shall be considered hand deliveries and shall be rejected if received after the submittal deadline. Dated USPS shipping labels are not considered postmarks.

**Facsimiled or e-mailed copies of proposals will not be accepted.**

## **IX. Discussions with Applicants**

- A. Prior to Submittal Deadline.** Discussions may be conducted with potential applicants to promote understanding of the purchasing agency's requirements.
- B. After Proposal Submittal Deadline -** Discussions may be conducted with applicants whose proposals are determined to be reasonably susceptible of being selected for award, but proposals may be accepted without discussions, in accordance HAR Section 3-143-403.

## **X. Opening of Proposals**

Upon receipt of a proposal by a state purchasing agency at a designated location, proposals, modifications to proposals, and withdrawals of proposals shall be date-stamped, and when possible, time-stamped. All documents so received shall be held in a secure place by the state purchasing agency and not examined for evaluation purposes until the submittal deadline.

Procurement files shall be open to public inspection after a contract has been awarded and executed by all parties.

## **XI. Priority-Listed Applicants**

The evaluation committee will review and score the proposals on a preliminary basis. Up to three (3) of the highest scoring proposals will be designated as priority-listed Applicants. Only those designated as priority-listed Applicants shall be eligible to deliver oral presentations, and/or host a site visitation of the proposed facility, if requested.



## **XII. Additional Materials and Documentation**

Upon request from the state purchasing agency, each applicant shall submit any additional materials and documentation reasonably required by the state purchasing agency in its evaluation of the proposals.

## **XIII. RFP Amendments**

The State reserves the right to amend this RFP at any time prior to the closing date for the final revised proposals.

## **XIV. Final Revised Proposals**

If requested, final revised proposals shall be submitted in the manner, and by the date and time specified by the state purchasing agency. If a final revised proposal is not submitted, the previous submittal shall be construed as the applicant's best and final offer/proposal. *The applicant shall submit **only** the section(s) of the proposal that are amended, along with the Proposal Application Identification Form (SPO-H-200).* After final revised proposals are received, final evaluations will be conducted for an award.

## **XV. Cancellation of Request for Proposal**

The RFP may be canceled and any or all proposals may be rejected in whole or in part, when it is determined to be in the best interests of the State.

## **XVI. Costs for Proposal Preparation**

Any costs incurred by applicants in preparing or submitting a proposal are the applicants' sole responsibility.

## **XVII. Provider Participation in Planning**

Provider participation in a state purchasing agency's efforts to plan for or to purchase health and human services prior to the state purchasing agency's release of a RFP, including the sharing of information on community needs, best practices, and providers' resources, shall not disqualify providers from submitting proposals if conducted in accordance with HAR Sections 3-142-202 and 3-142-203.

## **XVIII. Rejection of Proposals**

The State reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the problems involved and comply with the service specifications. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be rejected without further notice.

A proposal may be automatically rejected for any one or more of the following reasons:

- (1) Rejection for failure to cooperate or deal in good faith. (HAR Section 3-141-201)
- (2) Rejection for inadequate accounting system. (HAR Section 3-141-202)
- (3) Late proposals (HAR Section 3-143-603)
- (4) Inadequate response to request for proposals (HAR Section 3-143-609)
- (5) Proposal not responsive (HAR Section 3-143-610(a)(1))
- (6) Applicant not responsible (HAR Section 3-143-610(a)(2))

## **XIX. Notice of Award**

A statement of findings and decision shall be provided to all applicants by mail upon completion of the evaluation of competitive purchase of service proposals.

Any agreement arising out of this solicitation is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order or other directive.

No work is to be undertaken by the awardee prior to the contract commencement date. The State of Hawaii is not liable for any costs incurred prior to the official starting date.

## **XX. Protests**

Any applicant may file a protest against the awarding of the contract. The Notice of Protest form, SPO-H-801, is available on the SPO website. (See paragraph II, Website Reference.) Only the following matters may be protested:

- (1) A state purchasing agency's failure to follow procedures established by Chapter 103F of the Hawaii Revised Statutes;
- (2) A state purchasing agency's failure to follow any rule established by Chapter 103F of the Hawaii Revised Statutes; and
- (3) A state purchasing agency's failure to follow any procedure, requirement, or evaluation criterion in a request for proposals issued by the state purchasing agency.

The Notice of Protest shall be postmarked by USPS or hand delivered to 1) the head of the state purchasing agency conducting the protested procurement and 2) the procurement officer who is conducting the procurement (as indicated below) within five working days of the postmark of the Notice of Findings and Decision sent to the protestor. Delivery services other than USPS shall be considered hand deliveries and considered submitted on the date of actual receipt by the state purchasing agency.

<b>Head of State Purchasing Agency</b>	<b>Procurement Officer</b>
Name: Clayton A. Frank	Name: May Kawawaki Price
Title: Director	Title: Business Management Officer
Mailing Address: 919 Ala Moana Boulevard, Room 400 Honolulu, Hawaii 96814	Mailing Address: 919 Ala Moana Boulevard, Room 413 Honolulu, Hawaii 96814
Business Address: same as above.	Business Address: same as above.

## **XXI. Availability of Funds**

The award of a contract and any allowed renewal or extension thereof, is subject to allotments made by the Director of Finance, State of Hawaii, pursuant to HRS Chapter 37, and subject to the availability of State and/or Federal funds.

## **XXII. General and Special Conditions of Contract**

The general conditions that will be imposed contractually are on the SPO website. (See paragraph II, Website Reference). Special conditions may also be imposed contractually by the state purchasing agency, as deemed necessary.

### **(1) ADDITIONAL TERMS AND CONDITIONS**

The State reserves the right to add terms and conditions prior to the execution of the selection. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

**(2) OFFER ACCEPTANCE PERIOD**

The State’s acceptance of offer, if any, will be within ninety (90) calendar days after the opening of proposals. Prices quoted by the Applicant shall remain firm for the ninety (90) day period.

**(3) INSURANCE REQUIREMENTS**

The Provider shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Provider and his subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by himself or by an subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

As an alternative to the Provider providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, Provider may require subcontractor to provide its own insurance which meets the requirements herein. It is understood that a subcontractor's insurance policy or policies are in addition to the Provider's own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Provider, including its subcontractor(s) where appropriate.

<b><u>Coverage</u></b>	<b><u>Limits</u></b>
Commercial General Liability (occurrence form)	\$10,000,000 per year aggregate amount. \$ 2,000,000 for each person for each occurrence for bodily injury and property damage.
Products—Complete Operations Aggregate	
Comprehensive Automobile Liability	BI: \$ 2,000,000 per person

for each occurrence.

PD: \$ 500,000 for each occurrence.

Professional Liability

\$10,000,000 for each occurrence.

The Commercial General Liability insurance policy required of the Provider, including any subcontractor's policy, shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Public Safety, Planning, Programming and Budget Office—Purchasing and Contracts, 919 Ala Moana Boulevard, Room 413 Honolulu, Hawaii 96814."
2. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire selection term, including all extended periods if exercised.

The Provider agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this agreement have been complied with and to keep such insurance in effect and the certificate(s) therefor on deposit with the State during the entire term of this agreement, including those of its subcontractor(s), where appropriate. Upon request by the State, Provider shall be responsible for furnishing a copy of the policy or policies.

Failure of the Provider to provide and keep in force such insurance shall be regarded as material default under this agreement, entitling the State to exercise any or all of the remedies provided in this agreement for a default of the Provider.

The procuring of such required insurance shall not be construed to limit Provider's liability hereunder nor to fulfill the indemnification provisions and requirements of this agreement. Notwithstanding said policy or policies of insurance, Provider shall

be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this agreement.

#### **(4) CONTRACT EXECUTION**

The successful Applicant receiving an award shall be required to enter into a formal written contract. Performance and payment bonds are not required for this contract.

Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Liability insurance shall be required of the Provider and, if applicable, of all of Provider's subcontractors.

No work is to be undertaken by the Provider prior to the contract commencement date. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Provider prior to the official commencement date stated on the Notice To Proceed.

If the option to extend for each twelve-month period or portion thereof, is mutually agreed upon, the Provider shall be required to execute a supplement to the contract for each extended period.

#### **(5) SUBCONTRACTING**

No work or services shall be subcontracted or assigned without the prior written approval of the Procurement Officer. No subcontract shall under any circumstances relieve the Provider of its obligations and liability under this agreement with the State. All persons engaged in performing the work specified herein shall be considered employees of the Provider.

#### **(6) CHANGES – UNANTICIPATED AMENDMENTS**

During the course of the Provider's term, the Provider may be required to perform additional work that will be within the general scope of the agreement. When additional work is required, the CA will provide the Provider a written description of the additional work and request that the Provider submit a firm time schedule for accomplishing the additional work and a firm price for the additional work.

The Provider will not commence additional work until the CA or her authorized representative has issued a written modification to this agreement.

**(7) MODIFICATIONS**

The agreement may be modified only by written document signed by the CA and the Provider personnel authorized to sign modifications on behalf of the Provider.

**(8) CONTRACT INVALIDATION**

If any provision of this selection is found to be invalid, such invalidation will not be construed to invalidate the entire agreement.

**(9) INSPECTION & MODIFICATIONS – REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES**

The Provider is responsible for the completion of all work set out in their proposal and this RFP. All work is subject to inspection, evaluation, and approval by the CA. The State may employ all reasonable means to ensure that the work is being performed in compliance with their proposal and this RFP. Should the CA determine that corrections or modifications are necessary in order to accomplish its intent, the CA may direct the Provider to make such changes.

Substantial failure of the Provider to perform the services required may cause the State to terminate the agreement with the Provider. In this event, the State may require the Provider to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek damages.

**(10) GOVERNING LAW; COST OF LITIGATION**

The validity of this agreement and any of its terms or provisions, as well as the rights and duties of the parties to this agreement, shall be governed by the laws of the State of Hawaii. Any action at law or equity to enforce or interpret the provisions of this agreement shall be brought in a state court or competent jurisdiction in Honolulu, Hawaii.

In case the State shall, without any fault on its part, be made a part to any litigation commenced by or against the Provider in connection with their proposal and this RFP, the Provider shall pay all costs and expenses incurred by or imposed on the State, including attorneys' fees.

#### **(11) TERMINATION**

The State reserves and has the right, at any time during the term of the agreement, in its sole discretion, to terminate and cancel said agreement in the public interest or for the convenience of the State; provided, that the State gives the Provider written notice of any cancellation or termination no less than ninety (90) calendar days prior to the effective date of such cancellation or termination. The Provider's obligation under this agreement shall continue until the specified termination date.

### **XXIII. Cost Principles**

In order to promote uniform purchasing practices among state purchasing agencies procuring health and human services under HRS Chapter 103F, state purchasing agencies will utilize standard cost principles outlined in Form SPO-H-201, which is available on the SPO website (see paragraph II, Website Reference). Nothing in this section shall be construed to create an exemption from any cost principle arising under federal law.



# **Section 2**

## **Service Specifications**

## **Section 2**

# **Service Specifications**

### **I. Introduction**

#### **A. Overview, purpose or need**

The purpose of this RFP is to seek a qualified Provider to confine and supervise an indeterminate number of female Hawaii inmates to be determined by the State in accordance with county, state and federal laws to include the Americans with Disabilities Act. Currently, the State has 175 female inmates at the Otter Creek Correctional Center in Wheelwright, Kentucky.

Within the correctional facility, the Provider is to provide a range of correctional services, including education, substance abuse programs that include a therapeutic community, vocational programming, work line employment, recreation, libraries (law and recreational), health care (medical, dental, vision, mental health), religion, and security. The level of substance abuse programming must be based on LSI-R assessments. The education programs must be designed to reduce recidivism and the vocational training to be offered shall include an analysis of a career outlook.

It is the State's intention to administer the contract resulting from this request. The contract resulting from this RFP will be for an initial twelve (12) month term with possible extensions, as mutually agreed upon by both parties, for an additional two (2) twelve months or portions thereof.

#### **B. Planning activities conducted in preparation for this RFP**

A request for information was issued on March 7, 2008 on the State Procurement Office's Procurement Notice System. The request asked for information from providers interested in providing services for the multi-custody level correctional facility for the care, confinement and custody of Hawaii's female inmates. As of the due date of March 25, 2008, only the current provider responded.

#### **C. Description of the goals of the service**

The purpose of this procurement is to reduce the overcrowding in Hawaii's correctional facilities.

**D. Description of the target population to be served**

The target population to be served are female offenders to be housed on the mainland as determined by the State in accordance with all applicable laws, including but not limited to those of the county, state and federal laws. The custody level of the female offenders shall range from minimum to close custody.

The criteria the State uses to determine the inmates qualification for this program are as follows:

- (1) Time left to serve on sentence;
- (2) Program refusal, non-clinical discharge, or misconducts incurred;
- (3) Multiple-time parole violators with more than 12 months to serve;
- (4) No pending pretrial charges;
- (5) No medical or mental health conditions that may affect an inmate's ability to function within a normal range; and
- (6) Inmates that volunteer and have cleared all facility holds.

**E. Geographic coverage of service**

The confinement, care and custody of Hawaii female inmates at the selected multi-custody level correctional facility.

**F. Probable funding amounts, source, and period of availability**

The current contract rate for the 175 Hawaii female inmates is a per diem rate of \$54.53 per inmate. The Hawaii female inmate population housed on the mainland may decrease to 80 and may increase during the contract period up to 150 Hawaii female inmates.

**II. General Requirements****A. Specific qualifications or requirements, including but not limited to licensure or accreditation**

The Applicant shall submit a proposal that describes a correctional facility meeting the following minimum requirements:

- (1) The correctional facility shall be a prison, not a jail.
- (2) The correctional facility shall house women only. Men and women shall not be housed in the same facility.

- (3) The correctional facility shall have a rated capacity of no more than 1000 beds. The rated capacity does not include infirmary beds or disciplinary segregation beds.
- (4) The correctional facility shall be capable of housing close custody inmates. A correctional facility in a state that does not allow out-of-state inmates with a close custody status shall not be acceptable.
- (5) The Applicant shall comply with Section 1 – Administrative Overview, paragraph XXI – General and Special Conditions of the Contract, item (3) – Insurance Requirements.
- (6) All services provided in the Offer shall comply with all state and federal laws and constitutions, and with all mandatory ACA standards.
- (7) The Applicant shall make a minimum of six hours of activities per day accessible to all eligible and willing inmates. Activities may include work line, education, recreation, religious and treatment services. Inmates on disciplinary restrictions may be excluded.

**B. Secondary purchaser participation**

(Refer to HAR Section 3-143-608)

After-the-fact secondary purchases will be allowed.

Planned secondary purchases:           None

**C. Multiple or alternate proposals**

(Refer to HAR Section 3-143-605)

☒ Allowed                      ☐ Unallowed

Alternate, or multiple proposals for this RFP shall be accepted from an Applicant utilizing a different facility for each separate proposal submitted.

**D. Single or multiple contracts to be awarded**

(Refer to HAR Section 3-143-206)

☒ Single                      ☐ Multiple                      ☐ Single & Multiple

Criteria for multiple awards:   Not Applicable

**E. Single or multi-term contracts to be awarded**

(Refer to HAR Section 3-149-302)

☒ Single term (2 years or less)  
years)

☐ Multi-term (more than 2 years)

Contract terms:

Initial term of contract: Twelve (12) months beginning November 1, 2008 or the commencement date stated on the Notice to Proceed.

Length of each extension: Twelve (12) months.

Number of possible extensions: Two (2).

Conditions for extension: Subject to the availability of funds, the contract may be extended if mutually agreed upon in writing prior to the expiration date of the contract.

**F. RFP contact person**

The individual listed below is the sole point of contact from the date of release of this RFP until the selection of the successful provider(s). Written questions should be submitted to the RFP contact person and received by the day and time specified in Section 1, paragraph I (Procurement Timetable) of this RFP.

Marc Yamamoto, Purchasing and Contracts Section  
Department of Public Safety  
Administrative Services Office  
919 Ala Moana Boulevard, Room 413  
Honolulu, Hawaii 96814

Telephone: (808) 587-1215

Facsimile: (808) 587-1244

**XXIV. Scope of Work**

The scope of work encompasses the following tasks and responsibilities:

**G. Service Activities**

(Minimum and/or mandatory tasks and responsibilities)

**(1) INMATE SERVICES**

The Provider should provide the following services:

- a. Clothing and supplies provided to inmates without charge, including both standard and cold weather clothing, personal hygiene items, towels, bed linens and blankets.
- b. Laundry services.
- c. Inmate property policies.
- d. Food service, including a cycle meal menu, any approval and/or reviews by a Registered Dietician or Nutritionist of the cycle meal menu, whether fresh fruit is included, and policies on special meals for medical or religious needs. If a contract is awarded, rice shall be included as a food staple on a daily basis.
- e. Inmate commissary, including a list of available items and their cost, and any restrictions on purchases, and whether profits earned on commissary items are specifically designated to be used for the benefit of the inmate population.
- f. Recreation, including a description of the facility, equipment, supplies, and policies for indoor and outdoor recreational and leisure time activities. Recreation practices shall meet mandatory ACA standards.
- g. Library services, including a description of the recreational library and the hours of operation.
- h. Visitation programs, including the policies and procedures for visitation. If a contract is awarded, the offer shall provide, at its sole cost and expense, the necessary equipment and space within the Facility to permit videoconferencing by use of video teleconference equipment compatible with the video teleconference equipment currently being used by the State. Furthermore, if a contract is awarded, video teleconference phones shall be made available for a four hour block at a mutually agreed upon time on Saturday.
- i. Grievance procedures, including a description of the process and any policies or procedures for ensuring ready access to grievance forms, consideration of the grievance by an impartial party, means for ensuring confidentiality, avenues for appeals, and time limits for filing, responding, and appealing.

- j. Access to courts, including a description of the materials that will be made available in the law library and the hours of operation, and availability of transportation to local courts if necessary. If a contract is awarded, the Applicant shall make any legal material provided by the State of Hawaii accessible to the inmates, including the Hawaii Revised Statutes, Hawaii Reports, and other legal material.
- k. Fiscal management of inmate accounts, including procedures for ensuring payments to inmates for work line, management of inmate trust accounts and commissary purchases, and provisions for both disposable and restricted accounts in accordance with State policies.
- l. Restrictions on types of inmates that may be housed at the proposed facility, such as maximum custody inmates, former escapees, or inmates convicted of a sexual or violent crime.
- m. Telephone costs and services, include a description of telephone services and security measures, any and all costs for telephone services generally, and the breakdown of costs for a ten minute call from the facility to Hawaii.
- n. Work line opportunities.

## **(2)PROGRAMMING**

The Provider should provide of the following programs and the minimum qualifications of staff for these programs:

- a. Educational services, including a description of the following programs, ABE (Adult Basic Education) I, ABE II, ABE III, ABE IV, GED programs, Literacy/ESL, job readiness and vocational training, and educational and vocational testing.
- b. Substance Abuse Programs, including:
  - 1) Substance education and counseling programs that include education in addiction, relapse prevention, cognitive skills development, and recovery skills. **(Refer to APPENDIX A for the State of Hawaii's current substance abuse program.)**
  - 2) A substance abuse therapeutic community, including Level III substance abuse treatment. **(Refer to Appendix B for the State of Hawaii's substance abuse therapeutic community, including Level III substance abuse treatment. Refer to Appendix C for an extended definition of Level III.)**

- 3) Substance abuse assessment policies. If the contract is awarded, the Applicant shall provide assessments pursuant to the State's Level of Services Inventory-Revised **(Refer to Appendix D-Offender Assessment Protocols)**.
- c. Counseling and social work services, including the ratio of counselors to inmates, and the availability of any sexual abuse counseling for inmates.
- d. Religious programs, including a list of religious programs and policies for accommodation of religious needs. **(Refer to Appendix E for religious services.)**

### **(3)HEALTH CARE**

The Provider should provide medical, mental health, and dental service in accordance with the laws of the State of Hawaii, the laws of the State where the facility is located; the American Correctional Association Standards for Adult Correctional Institutions, Fourth Edition, and its Supplements; and the National Commission on Correctional Health Care Standards-Prison Edition, 2003, and its updates and supplements.

The Provider should provide routine medical services to inmates at no additional cost to the State (unless otherwise provided), and additional health care provided at either the State's or the inmate's expense, including the following:

- a. Licensed health care staff including physicians, nurse practitioners, and physician assistants, overseen by a health care administrator, staffing levels and hours of service.
- b. Routine medical care including:
  - 1) Primary care services including daily sick call to general and lockdown populations;
  - 2) Nursing services by licensed nurses, including nurse rounds and nurse clinics;
  - 3) Chronic care management system where all patients with a chronic disease such as diabetes, hypertension, or asthma are seen once every three months.
  - 4) Medical and specialty care, such as podiatrists, physical therapists, and dermatologists;



- 5) Infirmary services;
  - 6) Routine diagnostic procedures including, but not limited to, multistix urinalysis, phlebotomy, hemocult tests, glucose tests such as Accuchecks, electrocardiograms, visual acuity screening tests, and any other diagnostic screening tests commonly used in identifying or preventing illnesses;
  - 7) Radiology services, fixed and/or mobile;
  - 8) Annual health appraisal for each inmate over forty (40) years old which will include a breast examination mammography (every other year) and a pap smear (if cervix present);
  - 9) Health appraisal at least once every three (3) years for each inmate less than forty (40) years old, including a breast examination. Pelvic and pap screening needs to be annual (if cervix present);
  - 10) Physical medicine, physical therapy services, speech therapy, and occupational therapy;
  - 11) Infection control;
  - 12) Immunizations: Influenza, Hepatitis B, Hepatitis A, and Pneunovax immunizations are administered per the State's immunization protocols.
  - 13) Hepatitis C treatment consistent with the State's Treatment Guidelines, except as to the cost of Hepatitis C related medication, which will be reimbursed by the State.
  - 14) Over-the-counter and prescription medication, except as to the cost of AIDS/HIV related medication, which will be reimbursed by the STATE;
  - 15) Medical and dental prostheses;
  - 16) Mortality and peer review; and
  - 17) Durable medical equipment and supplies.
- c. Optometric care including annual eye examinations for inmates with chronic disease such as diabetes, that may affect vision, and at least once every two (2) years for inmates with prescriptions greater than 20/50 in one or both eyes. If an inmate with visual acuity 20/50 or

worse does not have sufficient funds to pay for corrective eyeglasses, the Applicant shall be expected to provide the eyeglasses at the State's expense provided that the State approves of the purchase and the Inmate agrees in writing to reimburse the State for the cost.

d. Dental Services, including the following:

- 1) Emergency dental treatment;
- 2) Amalgam and composite restorations;
- 3) Root canal treatment on anterior teeth that are restorable;
- 4) All necessary extractions including soft tissue and partial bony impaction;
- 5) Maxillary and mandibular removal partial dentures when necessary for proper masticulation (Inmate to pay for the appliance);
- 6) Oral prophylaxis;
- 7) X-rays; and
- 8) Oral surgery specialty outpatient care, including but not limited to extractions, biopsies, treatment of treatment of fractured jaws, and other surgical procedures.
- 9) Orthodontic treatment;
- 10) Periodontal surgery;
- 11) Tissue or bone grafts;
- 12) Dental implants;

e. Mental Health Care, including mental health screening and evaluation for major mental conditions or illnesses, identification, treatment and management of acute problems, suicide prevention, and staffing.

f. Availability of offsite care, including a description and location of those health care facilities and hospitals available to provide health care to inmates. The description shall include a list of the specialties, sub-specialties and services available in each hospital and/or health care facility. If there are any contracts with offsite hospitals and/or health care facilities, please include a copy of the contracts.

**(4) SECURITY & SAFETY**

The Provider should provide security and control in accordance with ACA standards, including the following:

- a. Policies and procedures for the overall security operations, including emergency plans, use of force, key control, tool control, searches, inmate counts/movements, urinalysis programs, security devices, escapes, and use of chemical agents.
- b. Staffing levels, inmate to security staff ratio, and gender-posting measures to ensure the appropriate supervision and safeguarding of inmates at all times. Applicant shall indicate whether the Warden or the Chief of Security makes daily rounds, and the intervals of these rounds.
- c. A description of the physical plant, including the means by which the security perimeter shall be controlled to ensure that inmates remain within the perimeter of the facility and that the general public will not be allowed access into the facility without permission. Photos are welcome.
- d. A description of the segregation cells for inmates requiring pre-detention, disciplinary, administrative segregation and protective custody, and policies governing special management inmates (pre-detention, disciplinary, administrative segregation, and protective custody).
- e. Policies governing discipline, length of sanctions, disciplinary and administrative hearings and the makeup of the committee in accordance with ACA standards.
- f. Any health or safety certifications, including evidence that the facility is regularly inspected by a qualified State or county fire official/marshal and that the facility conducts periodic fire and safety inspections. The facility shall have an approved fire alarm system, and automatic detection system that is tested on a regular basis.
- g. Any and all agreements with local law enforcement agencies relating to emergency evacuations, riots or other disturbances, escapes, criminal activities by inmates or staff, and/or inmate deaths.
- h. Policies and procedures for referring criminal activities by inmates and staff for prosecution.

**(5)TRANSPORTATION**

The Provider shall be responsible for the initial cost of transporting inmates from Wheelwright, Kentucky to its proposed facility. The State and the Provider will meet and schedule timelines for the transfer of inmates for the State.

The Provider shall be responsible for all ground transportation.

The State will be responsible for the cost of transporting inmates back to the State of Hawaii. If the Provider requests that an inmate be returned to Hawaii, the Provider shall be then be responsible for the cost of transportation for the return of that inmate to Hawaii. The State will also be responsible for the cost of transporting inmates from Hawaii to the proposed facility.

**(6)COST**

The proposal shall include the per diem amount per inmate for eighty (80) to one hundred-fifty (150) inmates over the life of the contract. The offer may include a graduated amount, dependent upon the number of inmates. The per diem shall include all expenses, costs, charges, taxes, and obligations, except for the following:

- a. The Provider shall provide all health, dental and vision care to inmates at no additional cost to the State except for the following reimbursable expenses: services requiring hospitalization that includes physician reimbursement, services/procedures requiring anesthetics other than Novocain or similar local anesthetics or nitrous oxide that includes physician or anesthetist reimbursement, major surgical and other invasive procedures that includes physician reimbursement and any procedure requiring the use of special limited-use equipment not available at the facility. Of these reimbursable services, the Provider shall pay one hundred percent (100%) of the reimbursable expenses up to two thousand dollars (\$2,000) per incident. The State shall pay one hundred percent (100%) of the reimbursable expenses in excess of that amount for any single incident, except as provided in paragraph b below.
- b. The State shall not be responsible for health care or any illness or injuries incurred while an inmate is on escape status or resulting from the negligence or fault of the Provider or the Provider's employees or agents.

- The State shall be responsible for medication or regimens specifically aimed at the treatment of conditions associated with AIDS/HIV and Hepatitis C, provided that the Provider follows State protocols for treatment. Routine medical care for inmates who have Hepatitis C or AIDS or are HIV positive are the responsibility of the Provider.
- The Provider shall be responsible for the initial cost of transporting inmates from Wheelwright, Kentucky to its proposed facility. The State will be responsible for the cost of transporting inmates back to the State of Hawaii. If the Provider requests that an inmate be returned to Hawaii, the Provider shall be then be responsible for the cost of transportation for the return of that inmate to Hawaii. The State will also be responsible for the cost of transporting inmates from Hawaii to the proposed facility.
- Provided that the denial of non-emergency health care does not violate any state or federal constitutional or statutory requirements, the Inmate may be required to pay for the following:
  - 1) A minimal co-payment fee for non-emergency health care visits consistent with State policies;
  - 2) Dental care for orthodontic treatment, periodontal surgery, tissue or bone grafts, dental implants, crowns or fixed bridges; and partial dentures for anterior teeth; and
  - 3) Prosthetic devices.

## **(7)INVOICING**

Provider shall submit an original invoice to:

State of Hawaii  
Department of Public Safety  
Mainland / FDC Branch  
919 Ala Moana Boulevard, 4<sup>th</sup> Floor  
Honolulu, Hawaii 96814

Attention: Mainland Branch Administrator

All invoices shall reference the contract number and solicitation number.

## **(8)PAYMENT**

The State shall have up to thirty (30) calendar days after receipt of the original invoice to make payment, a facsimile copy shall not serve as the original copy. The State will take all reasonable steps to effect payment to the Provider by wire transfer. All payments shall be made in accordance with and subject to Chapter 40, HRS.

A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract. In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22), attached, will be required for final payment. A copy of the form is also available at [www.spo.hawaii.gov](http://www.spo.hawaii.gov). Select "Forms for Vendors/Contractors" from the Hawaii Public Procurement Code, Chapter 103D, HRS, menu.

### **A. Management Requirements**

Key personnel whose names and resumes are submitted in the proposal, if so required, shall not be removed from this project without prior approval of the CA. Substitute or additional personnel shall not be used for this project until a resume is received and approved by the CA.

Personnel changes that are not approved by the CA may be grounds for the Provider's termination.

The State shall have the right, and the Provider will comply with any request, to remove any personnel from all work on this project effective immediately upon notification by the State.

## **(1)Personnel**

The Provider should:

- a. Provide 24-hour care and supervision to incarcerated individuals, as well as administrative and support service personnel for the overall operation of the facility in compliance with ACA standards. Staffing must be provided for all aspects of the management and operation of the facility, including administering all inmate programs, providing transportation and security, and ensuring appropriate health care.
- b. Perform criminal history checks, background checks and random drug testing of staff. Applicant shall indicate whether it will hire employees with convictions for sexual offenses or any offense which would prohibit that employee from owning or possessing a firearm.

- c. Have provided correctional staff with a minimum 160 hours of basic correctional training and provide a minimum of 40 hours of annual supplemental correctional training.
- d. Employ at least one full-time dedicated case manager up to 80 inmates to carry out the responsibilities associated with classification, progress reports, parole reports casework documentation, replying to grievances and maintaining regular contact with each assigned inmate. A part-time employee may be used if the number of inmates is more than 80 and less than 160, provided that there is at least one full-time dedicated case manager and the number of hours by the part-time employee is based upon the number of inmates in excess of 80.
- e. Provide case management staff and/or substance abuse counselors must be provided with Level of Services Inventory – Revised (LSI-R) training and necessary materials (i.e. LSI-R/ASUS forms) at the Provider's expense.
- f. Be responsible for providing office space, telephone and computer access for the on-site monitor that State may employ. Monitor's office shall be within the administration offices.
- g. Opened for inspection at any reasonable hour to other State and local officials.

## **(2)Administrative**

A single on-site Warden employed by the Provider shall manage the facility and its programs.

The facility should have a policy and procedures manual identifying the mission statement of the facility, security/control, programs, operational procedures, chain of command and misconduct/discipline. All copies of the policy and procedures manual and additions and amendments to any facility policy shall be sent to the State.

The facility should have a quality assurance program which is developed and implemented to ensure that all programs meet applicable standards. Also within the quality assurance program, there should be periodic inspections and reviews by the Warden or his/her designee, with appropriate recommendations and time frame for improvements. These recommendations and time frames shall be shared with the State.

### **(3)Quality Assurance and Evaluation Specifications**

The State may have a full-time onsite monitor. The facility and inmate programs shall be subject to daily inspections for contract compliance.

In addition to the onsite monitor, the State may conduct quarterly monitoring evaluations of the Provider. The evaluations will review the Provider's performance in the areas of Inmate Services, Programming, Health Care, Security & Safety and Transportation. In addition, the Provider's performance in the area of general servicing, such as responsiveness to inquiries, returning phone calls, providing information in a timely manner, etc. will be evaluated. The evaluation will be reviewed with the Provider and the Provider will have the opportunity to respond and correct the performance. If the Provider fails to correct the unsatisfactory performance, the State will have the option to terminate the Provider's services, as described in Section 1.XXI.(11)—Termination, herein.

The State shall review and approve any recommendations from the Provider for inmate transfers, classification custody level changes, determination of release dates, parole eligibility, and work line salaries.

### **(4)Output and Performance/Outcome Measurements**

**Not applicable.**

### **(5)Experience**

The Applicant shall include a description the following in their proposal:

- a. The Provider's experience in and ability to provide correctional services. This information shall include a company profile describing the experience and qualifications of key personnel (including warden, deputy warden, and chief of security), the number and type of employees both locally and nationally, company background/history, the length of time that the company has been providing services, and audited financial statements for the past two years.
- b. A list of similar contracts for correctional services, including location of facility, and name and contact information of governmental entity contracted with.
- c. Evidence of the Provider's qualifications that details experience and ability to comply with applicable court orders, ACA correctional standards and local state and federal laws;



- d. Providers' must provide a company profile that includes company ownership, number of employees both locally and nationally, company background/history and length of time that the company has been providing services;
- e. An indemnification plan for liability, which includes negligence, non-performance and civil rights' claims. The plan must protect the State from all claims and losses incurred as a result on the Contract, while not depriving the vendor or the State of any benefits of any law that limits its exposure to liability and damages. The Provider must pay its own legal costs of litigation;
- f. A litigation history of the Provider listing the cases filed against it and/or its employees by inmates, the name and civil number of the cases, a brief description of the case, and the status and/or outcome of the cases over the past five (5) years.
- g. Evidence of ACA certification, if any. If not currently certified, any extension of this contract shall be contingent on the facility's certification during the initial contract period.
- h. The Provider's training requirements for employees, a copy of the training program and curriculum, a copy of the facility's policy on background checks and random drug testing, and, if requested, sample background checks and drug testing results.
- i. Policies governing employee discipline and referrals to criminal prosecution.

## **(6)Coordination of Services**

The provider shall describe its "out-sourced" services and their related contracts with those organizations, or entities. This would include any medical service contracts with nearby hospitals or clinics.

The applicant shall also disclose if those contracts are available to the State or if the State would need to negotiate directly with those service providers.

## **(7)Reporting Requirements for Program and Fiscal Data**

The Provider shall ensure that written procedures are properly implemented for internal controls of petty cash, bonding, signature control on checks, inmates trust funds, inmate work line payroll, and inmate property claims/tort claims.

All inmate monies must be deposited into two separate accounts (spendable and restricted) for each inmate and shall be maintained by the Provider. Inmates shall receive monthly statements for these accounts.

**(8)Pricing Structure or Pricing Methodology to be used**

Refer to Section 2, III – Scope of Work, Item A – Service Activities, Sub-item 5 – Cost, for a detailed description of the unit cost to be quoted and an explanation and limits of expense/cost items qualifying for reimbursement by the State

**(9)Units of Service and Unit Rate**

The unit of service and unit rate shall be the per diem rate per inmate as described above.

**IV. Facilities**

Refer to Section 2, II – General Requirements, Item A. Provider may submit photographs of facility showing perimeter of exterior of the facility, medical unit areas, library, food service area, etc.

For security requirements of the facility, refer to Section 2, III – Scope of Work, Item A – Service Activities, Sub-item 4 – Security.

The Provider shall describe the rated capacity of the proposed facility. The rated capacity does not include infirmary beds or disciplinary segregation beds.

The Provider shall provide adequate segregation cells for inmates requiring pre-detention, disciplinary, administrative segregation and protective custody. Policies shall govern disciplinary codes, length of sanctions, disciplinary and administrative hearings and the makeup of the committee in accordance with ACA standards. A record of all misconduct reports and proceedings (including appeals) must be maintained in the inmate's file.

**V. Exceptions**

If the Applicant takes any exception(s) to the terms and conditions, and specifications, listed herein, refer to Section 3, VIII – Exceptions.

## **Section 3**

# **Proposal Application Instructions**

## **Section 3**

# **Proposal Application Instructions**

### **General instructions for completing applications:**

- *Proposal Applications shall be submitted to the state purchasing agency using the prescribed format outlined in this section.*
- *The numerical outline for the application, the titles/subtitles, and the applicant organization and RFP identification information on the top right hand corner of each page should be retained. The instructions for each section however may be omitted.*
- *Page numbering of the Proposal Application should be consecutive, beginning with page one and continuing through for each section. See sample table of contents in Section 5.*
- *Proposals may be submitted in a three ring binder (Optional).*
- *Tabbing of sections (Recommended).*
- *Applicants must also include a Table of Contents with the Proposal Application. A sample format is reflected in Section 5, Attachment B of this RFP.*
- *A written response is required for **each** item unless indicated otherwise. Failure to answer any of the items will impact upon an applicant's score.*
- *Applicants are **strongly** encouraged to review evaluation criteria in Section 4, Proposal Evaluation when completing the proposal.*
- *This form (SPO-H-200A) is available on the SPO website (see Section 1, paragraph II, Website Reference). However, the form will not include items specific to each RFP. If using the website form, the applicant must include all items listed in this section.*

### **The Proposal Application comprises the following sections:**

- *Proposal Application Identification Form*
- *Table of Contents*
- *Program Overview*
- *Experience and Capability*
- *Project Organization and Staffing*
- *Service Delivery*
- *Financial*
- *Other*

#### **I. Program Overview**

Applicant shall give a brief overview to orient evaluators as to the program/services being offered and shall include a narrative and necessary

documentation of the applicant's compliance to the general requirements state in Section 2.II of this RFP.

## **II. Experience and Qualifications**

### **A. Necessary Skills**

The applicant shall demonstrate that it has the necessary skills, abilities, and knowledge relating to the delivery of the proposed services.

This section shall include a list of key personnel, their resumes and applicable certifications for the services they will provide:

- (1) Contract Administration;
- (2) Facility Personnel;
- (3) Inmate Services;
- (4) Programming;
- (5) Health Care; and
- (6) Security & Safety.

Applicant shall provide their policies and procedures governing employees, and inmates. Applicant shall indicate whether it will hire employees with convictions for sexual offenses or any offense which would prohibit that employee from owning or possessing a firearm. This shall also include employee training program, its curriculum, number of hours required—both initial training and annual supplemental training.

### **B. Experience**

The applicant shall provide a description of projects/contracts pertinent to the proposed services. Applicant shall include Names and addresses of Client, Contact Person, Telephone Number(s), Facsimile Number(s), e-mail address of contact person, Name and Address of Facility being used for the applicable client, Facility's rated capacity, Number of inmates being accommodated for client.

### **C. Quality Assurance and Evaluation**

The applicant shall describe its own plans for quality assurance and evaluation for the proposed services, including methodology.

### **D. Coordination of Services**

The applicant shall describe its "out-sourced" services and their related contracts with those organizations, or entities. This would include any medical service contracts with nearby hospitals or clinics.

The applicant shall also disclose if those contracts are available to the State or if the State would need to negotiate directly with those service providers.

**E. Facilities**

The applicant shall provide a description of its facilities and demonstrate its adequacy in relation to the proposed services—the description shall include the rated capacity of the facility. The applicant may submit photographs of facility showing perimeter of exterior of the facility, medical unit areas, library, food service area, etc. If facilities are not presently available, describe plans to secure facilities. Also describe how the facilities meet ADA requirements, as applicable, and special equipment that may be required for the services. Applicant shall submit ACA certification, if applicable.

**F. Litigation History**

The Applicant shall provide a history of the cases filed against it and/or its employees by inmates, the name and civil number of the cases, a brief description of the case, and the status and/or outcome of the cases over the past five (5) years.

**III. Inmate Services**

The applicant shall describe in detail the inmate services available at the facility:

**A. Clothing and Supplies Provided to Inmates Without Charge,** including both standard and cold weather clothing, personal hygiene items, towels, bed linens and blankets;

**B. Laundry Services;**

**C. Inmate Property Policies;**

**D. Food Service,** including a cycle meal menu, any approval and/or reviews by a Registered Dietician or Nutritionist of the cycle meal menu, whether fresh fruit is included, and policies on special meals for medical or religious needs. If a contract is awarded, rice shall be included as a food staple on a daily basis;

**E. Inmate Commissary,** including a list of available items and their cost, and any restrictions on purchases, and whether profits earned on

commissary items are specifically designated to be used for the benefit of the inmate population;

- F. Recreation**, including a description of the facility, equipment, supplies, and policies for indoor and outdoor recreational and leisure time activities. Recreation practices shall meet mandatory ACA standards;
- G. Library Services**, including a description of the recreational library and the hours of operation;
- H. Visitation Programs**, including the policies and procedures for visitation. If a contract is awarded, the offer shall provide, at its sole cost and expense, the necessary equipment and space within the Facility to permit videoconferencing by use of video teleconference equipment compatible with the video teleconference equipment currently being used by the State. Furthermore, if a contract is awarded, video teleconference phones shall be made available for a four hour block at a mutually agreed upon time on Saturday;
- I. Grievance Procedures**, including a description of the process and any policies or procedures for ensuring ready access to grievance forms, consideration of the grievance by an impartial party, means for ensuring confidentiality, avenues for appeals, and time limits for filing, responding, and appealing;
- J. Access to Courts**, including a description of the materials that will be made available in the law library and the hours of operation, and availability of transportation to local courts if necessary. If a contract is awarded, the Applicant shall make any legal material provided by the State of Hawaii accessible to the inmates, including the Hawaii Revised Statutes, Hawaii Reports, and other legal material;
- K. Fiscal Management of Inmate Accounts**, including procedures for ensuring payments to inmates for work line, management of inmate trust accounts and commissary purchases, and provisions for both spendable and restricted accounts in accordance with State policies;
- L. Restrictions on Types of Inmates** that may be housed at the proposed facility, such as maximum custody inmates, former escapees, or inmates convicted of a sexual or violent crime;
- M. Telephone Costs and Services**, include a description of telephone services and security measures, any and all costs for telephone services

generally, and the breakdown of costs for a ten minute call from the facility to Hawaii; and

**N. Work Line Opportunities.**

**IV. Programming**

The applicant shall describe in detail the following programs (minimum qualifications of staff for these programs shall be included in Section II.A of the Applicant's proposal):

**A. Education Services** to include:

Adult Basic Education (ABE) I, ABE II, ABE III, ABE IV, GED programs, Literacy/ESL, job readiness and vocational training, and educational and vocational testing.

**B. Substance Abuse Programs** to include:

- (1) Substance education and counseling programs that include education in addiction, relapse prevention, cognitive skills development, and recovery skills.
- (2) A substance abuse therapeutic community, including Level III substance abuse treatment.
- (3) Substance abuse assessment policies. If the contract is awarded, the Applicant shall provide assessments pursuant to the State's Level of Services Inventory-Revised (Refer to Appendix D- Offender Assessment Protocols).

**C. Counseling and Social Work Services**, including the ratio of counselors to inmates, and the availability of any sexual abuse counseling for inmates.

**D. Religious Programs**, including a list of religious programs and policies for accommodation of religious needs.



## V. Health Care

The applicant shall describe in detail the health care services available at the facility and those that are available but outsourced. (Minimum qualifications of staff for these programs shall be included in Section II.A of the Applicant's proposal.)

**A. Licensed Health Care Staff** including physicians, nurse practitioners, and physician assistants, overseen by a health care administrator, staffing levels and hours of service.

**B. Routine Medical Care** including:

- (1) Primary care services including daily sick call to general and lockdown populations;
- (2) Nursing services by licensed nurses, including nurse rounds and nurse clinics;
- (3) Chronic care management system where all patients with a chronic disease such as diabetes, hypertension, or asthma are seen once every three months.
- (4) Medical and specialty care, such as podiatrists, physical therapists, and dermatologists;
- (5) Infirmary services;
- (6) Routine diagnostic procedures including, but not limited to, multistix urinalysis, phlebotomy, hemoccult tests, glucose tests such as Accuchecks, electrocardiograms, visual acuity screening tests, and any other diagnostic screening tests commonly used in identifying or preventing illnesses;
- (7) Radiology services, fixed and/or mobile;
- (8) Annual health appraisal for each inmate over forty (40) years old which will include a breast examination mammography (every other year) and a pap smear (if cervix present);
- (9) Health appraisal at least once every three (3) years for each inmate less than forty (40) years old, including a breast examination. Pelvic and pap screening needs to be annual (if cervix present);
- (10) Physical medicine, physical therapy services, speech therapy, and occupational therapy;

- (11) Infection control;
- (12) Immunizations: Influenza, Hepatitis B, Hepatitis A, and Pneunovax immunizations are administered per the State's immunization protocols.
- (13) Hepatitis C treatment consistent with the State's Treatment Guidelines, except as to the cost of Hepatitis C related medication, which will be reimbursed by the State.
- (14) Over-the-counter and prescription medication, except as to the cost of AIDS/HIV related medication, which will be reimbursed by the STATE;
- (15) Medical and dental prostheses;
- (16) Mortality and peer review; and
- (17) Durable medical equipment and supplies.

**C. Optometric Care** including annual eye examinations for inmates with chronic disease such as diabetes, that may affect vision, and at least once every two (2) years for inmates with prescriptions greater than 20/50 in one or both eyes. If an inmate with visual acuity 20/50 or worse does not have sufficient funds to pay for corrective eyeglasses, the Applicant shall be expected to provide the eyeglasses at the State's expense provided that the State approves of the purchase and the Inmate agrees in writing to reimburse the State for the cost.

**D. Dental Services**, including the following:

- (1) Emergency dental treatment;
- (2) Amalgam and composite restorations;
- (3) Root canal treatment on anterior teeth that are restorable;
- (4) All necessary extractions including soft tissue and partial bony impaction;
- (5) Maxillary and mandibular removal partial dentures when necessary for proper masticulation (Inmate to pay for the appliance);
- (6) Oral prophylaxis;

- (7) X-rays;
- (8) Oral surgery specialty outpatient care, including but not limited to extractions, biopsies, treatment of treatment of fractured jaws, and other surgical procedures.
- (9) Orthodontic treatment;
- (10) Periodontal surgery;
- (11) Tissue or bone grafts; and
- (12) Dental implants;

**E. Mental Health Care**, including mental health screening and evaluation for major mental conditions or illnesses, identification, treatment and management of acute problems, suicide prevention, and staffing.

**F. Availability of Offsite Care**, including a description and location of those health care facilities and hospitals available to provide health care to inmates. The description shall include a list of the specialties, sub-specialties and services available in each hospital and/or health care facility. If there are any contracts with offsite health care facilities, please include a copy of the contracts.

## **VI. Security & Safety**

The Applicant shall describe the facility's security and control in accordance with ACA standards, including the following:

**A. Policies and Procedures for the Overall Security Operations**, including emergency plans, use of force, key control, tool control, searches, inmate counts/movements, urinalysis programs, security devices, escapes, and use of chemical agents.

**B. Staffing Levels**, inmate to security staff ratio, and gender-posting measures to ensure the appropriate supervision and safeguarding of inmates at all times. Applicant shall indicate whether the Warden or the Chief of Security makes daily rounds, and the intervals of these rounds.

**C. The Physical Plant**, including the means by which the security perimeter shall be controlled to ensure that inmates remain within the perimeter of the facility and that the general public will not be allowed access into the facility without permission. Photos are welcome.

**D. The Segregation Cells** for inmates requiring pre-detention, disciplinary, administrative segregation and protective custody, and policies governing special management inmates (pre-detention, disciplinary, administrative segregation, and protective custody).

**E. Policies Governing Discipline**, length of sanctions, disciplinary and administrative hearings and the makeup of the committee in accordance with ACA standards.

**F. Any Health or Safety Certifications**, including evidence that the facility is regularly inspected by a qualified State or county fire official/marshal and that the facility conducts periodic fire and safety inspections. The facility shall have an approved fire alarm system, and automatic detection system that is tested on a regular basis.

**G. Any and All Agreements with Local Law Enforcement Agencies** relating to emergency evacuations, riots or other disturbances, escapes, criminal activities by inmates or staff, and/or inmate deaths.

**H. Policies and Procedures for Referring Criminal Activities** by inmates and staff for prosecution.

## **VII. Cost**

The proposal shall include the per diem amount per inmate for eighty (80) to one hundred-fifty (150) inmates over the life of the contract. The offer may include a graduated amount, dependent upon the number of inmates. The per diem shall include all expenses, costs, charges, taxes, and obligations, except for the following:

**A.** The Provider shall provide all health, dental and vision care to inmates at no additional cost to the State except for the following reimbursable expenses: services requiring hospitalization that includes physician reimbursement, services/procedures requiring anesthetics other than Novocain or similar local anesthetics or nitrous oxide that includes physician or anesthetist reimbursement, major surgical and other invasive procedures that includes physician reimbursement and any procedure requiring the use of special limited-use equipment not available at the facility. Of these reimbursable services, the Provider shall pay one hundred percent (100%) of the reimbursable expenses up to two thousand dollars (\$2,000) per incident. The State shall pay one hundred percent (100%) of the reimbursable expenses in excess of that amount for any single incident, except as provided in paragraph B below.

- B.** The State shall not be responsible for health care or any illness or injuries incurred while an inmate is on escape status or resulting from the negligence or fault of the Provider or the Provider's employees or agents.
- C.** The State shall be responsible for medication or regimens specifically aimed at the treatment of conditions associated with AIDS/HIV and hepatitis C, provided that the Provider follows State protocols for treatment. Routine medical care for inmates who have Hepatitis C or AIDS or are HIV positive are the responsibility of the Provider.
- D.** The Provider shall be responsible for the initial cost of transporting inmates from Wheelwright, Kentucky to its proposed facility. The State will be responsible for the cost of transporting inmates back to the State of Hawaii. If the Provider requests that an inmate be returned to Hawaii, the Provider shall be then be responsible for the cost of transportation for the return of that inmate to Hawaii. The State will also be responsible for the cost of transporting inmates from Hawaii to the proposed facility
- E.** Provided that the denial of non-emergency health care does not violate any state or federal constitutional or statutory requirements, the Inmate may be required to pay for the following:
  - (1) A minimal co-payment fee for non-emergency health care visits consistent with State policies;
  - (2) Dental care for orthodontic treatment, periodontal surgery, tissue or bone grafts, dental implants, crowns or fixed bridges; and partial dentures for anterior teeth; and
  - (3) Prosthetic devices.

### **VIII. Exceptions**

Applicant shall list any exceptions, if any, taken to the terms, conditions, specifications, or other requirements listed in Section III, A(1) through (5). Applicant shall reference the RFP section where the exception, if any, is taken, a description of the exception taken, and the proposed alternative.

The State is not liable for any costs incurred by Applicants' prior to entering into a formal contract/agreement of services. Costs of developing the proposals or any other such expenses incurred by the vendor in responding to the RFP, are entirely the responsibility of the Applicant, and shall not be reimbursed in any manner by the State.

All proposals submitted become the property of the State and will be returned only at the State's option and at the Applicant's request and expense. The

master copy of each proposal shall be retained for official files and will become public record after the award of a contract.

# **Section 4**

## **Proposal Evaluation**

## Section 4

### Proposal Evaluation

#### I. Introduction

The evaluation of proposals received in response to the RFP will be conducted comprehensively, fairly and impartially. Structural, quantitative scoring techniques will be utilized to maximize the objectivity of the evaluation.

#### II. Evaluation Process

The procurement officer or an evaluation committee of designated reviewers selected by the head of the state purchasing agency or procurement officer shall review and evaluate proposals. When an evaluation committee is utilized, the committee will be comprised of individuals with experience in, knowledge of, and program responsibility for program service and financing.

The evaluation will be conducted in three phases as follows:

- Phase 1 – Evaluation of Proposal Requirements
- Phase 2 – Preliminary Evaluation of Proposal Application to Establish Priority-Listed Applicants
- Phase 3 – Presentation by or site visit of facility of Priority-Listed Applicants
- Phase 4 – Finalize Evaluation of Priority-Listed Applicants' Proposal
- Phase 5 – Recommendation for Award

#### Evaluation Categories

<u>Evaluation Categories</u>	<u>Maximum Points</u>	<u>Weight</u>	<u>Possible Points</u>
General Requirements			
Program Overview			
A. Experience and Qualifications	100	10%	10.0
B. Inmate Services	100	10%	10.0
C. Programming	100	25%	25.0
D. Health Care	100	10%	10.0
E. Security & Safety	100	20%	20.0
F. Cost	100	25%	<u>25.0</u>
<b>Total Weighted Points</b>			<b>100.0</b>



### III. Evaluation Criteria

#### A. Phase 1 - Evaluation of Proposal Requirements

##### (1) General Requirements

Applicant shall state its compliance to each item specified in Section 2.II.A.

##### (2) Proposal Application Requirements

- Proposal Application Identification Form (Form SPO-H-200)
- Table of Contents
- Program Overview / Executive Summary
- Experience and Qualifications
- Inmate Services
- Programming
- Health Care
- Security
- Cost

#### B. Phase 2 – Preliminary Evaluation of Proposal Application to Establish Priority-Listed Applicants (100 Points)

**Program Overview:** No points are assigned to Program Overview. The intent is to give the applicant an opportunity orient evaluators as to the service(s) being offered.

##### **(1) EXPERIENCE AND QUALIFICATIONS**—maximum points for section: 100

The proposal shall include a description the following:

- a. The Applicant's experience in and ability to provide correctional services. This information shall include a company profile describing the experience and qualifications of key personnel (including warden, deputy warden, and chief of security), the number and type of employees both locally and nationally, company background/history, the length of time that the company has been providing services, and audited financial statements for the past two (2) years. (Maximum of 25 points.)

- b. A list of similar contracts for correctional services, including location of facility, and name and contact information. (Maximum of 5 point.)
- c. A litigation history of the Applicant listing the cases filed against it and/or its employees by inmates, including the name and civil number of the cases, a brief description of the case, and the status and/or outcome of the cases over the past five (5) years. (Maximum of 10 points.)
- d. Evidence of ACA certification, if any. (Maximum of 20 points.)
- e. The Applicant's training requirements for employees, a copy of the training program and curriculum, a copy of the facility's policy on criminal history check, background checks and random drug testing, and, if requested, sample criminal history check, background checks and drug testing results. Applicant shall indicate whether it will hire employees with convictions for sexual offenses or any other offense which would prohibit that employee from owning or possessing a firearm. (Maximum of 15 points.)
- f. Policies governing employee discipline and referrals to criminal prosecution. (Maximum of 10 points.)
- g. The rated capacity of the proposed facility. The rated capacity does not include infirmary beds or disciplinary segregation beds. (Maximum of 15 points.)

**ALLOCATION OF POINTS FOR PROPOSED FACILITY'S  
RATED CAPACITY**

**RANGE OF RATED CAPACITY  
POINTS AWARDED**

751 TO 1000 .....	<b>2</b>
551 TO 750 .....	<b>6</b>
<b>450 TO 550</b> .....	<b>15</b>
275 TO 449 .....	<b>6</b>
LESS THAN 275 .....	<b>2</b>

**(2) INMATE SERVICES**—maximum points for section: 100

The proposal shall include a description of the following services:

- a. Clothing and supplies provided to inmates without charge, including both standard and cold weather clothing, personal hygiene items, towels, bed linens and blankets. (Maximum of 5 point.)
- b. Laundry services. (Maximum of 5 point.)
- c. Inmate property policies. (Maximum of 5 point.)
- d. Food service, including a cycle meal menu, any approval and/or reviews by a Registered Dietician or Nutritionist of the cycle meal menu, whether fresh fruit is included, and policies on special meals for medical or religious needs. If a contract is awarded, rice shall be included as a food staple on a daily basis. (Maximum of 10 points.)
- e. Inmate commissary, including a list of available items and their cost, any restrictions on purchases, and whether profits earned on commissary items are specifically designated to be used for the benefit of the inmate population. (Maximum of 5 point.)
- f. Recreation, including a description of the facility, equipment, supplies, and policies for indoor and outdoor recreational and leisure time activities. Recreation practices shall meet mandatory ACA standards. (Maximum of 5 point.)
- g. Library services, including a description of the recreational library and the hours of operation. (Maximum of 5 point.)
- h. Visitation programs, including the policies and procedures for visitation. If a contract is awarded, the offer shall provide, at its sole cost and expense, the necessary equipment and space within the Facility to permit videoconferencing by use of video teleconference equipment compatible with the video teleconference equipment currently being used by the PSD. Furthermore, if a contract is awarded, video teleconference phones shall be made available for a four hour block at a mutually agreed upon time on Saturday. (Maximum of 5 point.)
- i. Grievance procedures, including a description of the process and any policies or procedures for ensuring ready access to grievance forms, consideration of the grievance by an impartial party, means for ensuring confidentiality, avenues for appeals, and time limits for filing, responding, and appealing. (Maximum of 10 points.)
- j. Access to courts, including a description of the materials that will be made available in the law library and the hours of operation,

and availability of transportation to local courts if necessary. If a contract is awarded, the Applicant shall make any legal material provided by the State of Hawaii accessible to the inmates, including the Hawaii Revised Statutes, Hawaii Reports, and other legal material. (Maximum of 5 point.)

- k. Fiscal management of inmate accounts, including procedures for ensuring payments to inmates for work line, management of inmate trust accounts and commissary purchases, and provisions for both spendable and restricted accounts in accordance with State policies. (Maximum of 5 point.)
- l. Restrictions on types of inmates that may be housed at the proposed facility, such as maximum custody inmates, former escapees, or inmates convicted of a sexual or violent crime. (Maximum of 15 points.)
- m. Telephone costs and services, include a description of telephone services and security measures, any and all costs for telephone services generally, and the breakdown of costs for a ten minute call from the facility to Hawaii. (Maximum of 10 points.)
- n. Work line opportunities. (Maximum of 10 points.)

**(3) PROGRAMMING**—maximum points for section: 100

The proposal shall include a description of the following programs and the minimum qualifications of staff for these programs:

- a. Educational services, including a description of the following programs, ABE (Adult Basic Education) I, ABE II, ABE III, ABE IV, GED programs, Literacy/ESL, job readiness and vocational training, and educational and vocational testing. (Maximum of 25 points.)
- b. Substance Abuse Programs, including: (Maximum of 50 points.)
  - 1) Substance education and counseling programs that include education in addiction, relapse prevention, cognitive skills development, and recovery skills. (Refer to APPENDIX A for the State of Hawaii's current substance abuse program.)
  - 2) A substance abuse therapeutic community, including Level III substance abuse treatment. (Refer to Appendix B for the State of Hawaii's substance abuse therapeutic community, including Level III substance abuse treatment. Refer to Appendix C for an extended definition of Level III.)
  - 3) Substance abuse assessment policies. If the contract is awarded, the Applicant shall provide assessments

pursuant to the State's Level of Services Inventory-Revised (Refer to Appendix D- Offender Assessment Protocols).

- c. Counseling and social work services, including the ratio of counselors to inmates, and the availability of any sexual abuse counseling for inmates. (Maximum of 15 points.)
- d. Religious programs, including a list of religious programs and policies for accommodation of religious needs. (Refer to Appendix E for religious services.) (Maximum of 10 points.)

**(4)HEALTH CARE**—maximum points for section: 100

The Applicant shall provide medical, mental health, and dental service in accordance with the laws of the State of Hawaii, the laws of the State where the facility is located; the American Correctional Association Standards for Adult Correctional Institutions, Fourth Edition, and its Supplements; and the National Commission on Correctional Health Care Standards-Prison Edition, 2003, and its updates and supplements.

The Applicant shall describe the facility's capability to provide routine medical services to inmates at no additional cost to the State (unless otherwise provided), and additional health care provided at either the State's or the inmate's expense, including the following:

- a. A description of the licensed health care staff including physicians, nurse practitioners, and physician assistants overseen by a health care administrator, staffing levels and hours of service. (Maximum of 25 points.)
- b. Routine medical care including: (Maximum of 25 points.)
  - 1) Primary care services including daily sick call to general and lockdown populations;
  - 2) Nursing services by licensed nurses, including nurse rounds and nurse clinics;
  - 3) Chronic care management system where all patients with a chronic disease such as diabetes, hypertension, or asthma are seen once every three months;
  - 4) Medical and specialty care, such as podiatrists, physical therapists, and dermatologists;

- 5) Infirmary services;
  - 6) Routine diagnostic procedures including, but not limited to, multistix urinalysis, phlebotomy, hemoccult tests, glucose tests such as Accuchecks, electrocardiograms, visual acuity screening tests, and any other diagnostic screening tests commonly used in identifying or preventing illnesses;
  - 7) Radiology services, fixed and/or mobile;
  - 8) Annual health appraisal for each inmate over forty (40) years old which will include a breast examination mammogram (every other year) and a pap smear (if cervix present);
  - 9) Health appraisal at least once every three (3) years for each inmate less than forty (40) years old, including a breast examination. Pelvic and pap screening needs to be annual (if cervix present);
  - 10) Physical medicine, physical therapy services, speech therapy, and occupational therapy;
  - 11) Infection control;
  - 12) Immunizations: Influenza, Hepatitis B, Hepatitis A, and Pneunovax immunizations are administered per the State's immunization protocols;
  - 13) Hepatitis C treatment consistent with the State's Treatment Guidelines, except as to the cost of Hepatitis C related medication, which will be reimbursed by the State;
  - 14) Over-the-counter and prescription medication, except as to the cost of AIDS/HIV related medication, which will be reimbursed by the STATE;
  - 15) Medical and dental prostheses;
  - 16) Mortality and peer review; and
  - 17) Durable medical equipment and supplies.
- c. Optometric care including annual eye examinations for inmates with chronic disease such as diabetes, that may

affect vision, and at least once every two (2) years for inmates with prescriptions greater than 20/50 in one or both eyes. If an inmate with visual acuity 20/50 or worse does not have sufficient funds to pay for corrective eyeglasses, the Applicant shall be expected to provide the eyeglasses at the State's expense provided that the State approves of the purchase and the Inmate agrees in writing to reimburse the State for the cost. (Maximum of 5 points.)

d. Dental Services, including the following: (Maximum of 10 points.)

- 1) Emergency dental treatment;
- 2) Amalgam and composite restorations;
- 3) Root canal treatment on anterior teeth that are restorable;
- 4) All necessary extractions including soft tissue and partial bony impaction;
- 5) Maxillary and mandibular removal partial dentures when necessary for proper masticulation (Inmate to pay for the appliance);
- 6) Oral prophylaxis;
- 7) X-rays; and
- 8) Oral surgery specialty outpatient care, including but not limited to extractions, biopsies, treatment of treatment of fractured jaws, and other surgical procedures.
- 9) Orthodontic treatment;
- 10) Periodontal surgery;
- 11) Tissue or bone grafts;
- 12) Dental implants;

e. Mental Health Care, including mental health screening and evaluation for major mental conditions or illnesses, identification, treatment and management of acute problems, suicide prevention, and staffing. (Maximum of 15 points.)

- f. Availability of offsite care, including a description and location of those health care facilities and hospitals available to provide health care to inmates. The description shall include a list of the specialties, sub-specialties and services available in each hospital and/or health care facility. If there are any contracts with offsite health care facilities, please include a copy of the contracts. (Maximum of 20 points.)

**(5) SECURITY & SAFETY**—maximum points for section: 100

The proposal shall describe the Applicant's ability to provide security and control in accordance with ACA standards, including the following:

- a. Policies and procedures for the overall security operations, including emergency plans, use of force, key control, tool control, searches, inmate counts/movements, urinalysis programs, security devices, escapes, and use of chemical agents. (Maximum of 25 points.)
- b. Staffing levels, inmate to security staff ratio, and gender-posting measures to ensure the appropriate supervision and safeguarding of inmates at all times. Applicant shall indicate whether the Warden or the Chief of Security makes daily rounds, and the intervals of these rounds. (Maximum of 20 points.)
- c. A description of the physical plant, including the means by which the security perimeter shall be controlled to ensure that inmates remain within the perimeter of the facility and that the general public will not be allowed access into the facility without permission. Photos are welcome. (Maximum of 15 points.)
- d. A description of the segregation cells for inmates requiring pre-detention, disciplinary, administrative segregation and protective custody, and policies governing special management inmates (pre-detention, disciplinary, administrative segregation, and protective custody). (Maximum of 5 point.)
- e. Policies governing discipline, length of sanctions, disciplinary and administrative hearings and the makeup of the committee in accordance with ACA standards. (Maximum of 15 points.)
- f. Any health or safety certifications, including evidence that the facility is regularly inspected by a qualified State or county fire official/marshal and that the facility conducts periodic fire and safety inspections. The facility shall have an approved fire



alarm system, and automatic detection system that is tested on a regular basis. (Maximum of 10 points.)

- g. Any and all agreements with local law enforcement agencies relating to emergency evacuations, riots or other disturbances, escapes, criminal activities by inmates or staff, and/or inmate deaths. (Maximum of 5 point.)
- h. Policies and procedures for referring criminal activities by inmates and staff for prosecution. (Maximum of 5 point.)

**(6)COST**—maximum points for section: 100

The proposal shall include the per diem amount for eighty (80) to one hundred-fifty (150) inmates over the life of the contract. The offer may include a graduated amount, dependent upon the number of inmates. The per diem shall include all expenses, costs, charges, taxes, and obligations, except for the following:

- a. The Applicant shall provide all health, dental and vision care to inmates at no additional cost to the State except for the following reimbursable expenses: services requiring hospitalization that includes physician reimbursement, services/procedures requiring anesthetics other than Novocain or similar local anesthetics or nitrous oxide that includes physician or anesthesiologist reimbursement, major surgical and other invasive procedures that includes physician reimbursement and any procedure requiring the use of special limited-use equipment not available at the facility. Of these reimbursable services, the Applicant shall pay one hundred percent (100%) of the reimbursable expenses up to two thousand dollars (\$2,000) per incident. The State shall pay one hundred percent (100%) of the reimbursable expenses in excess of that amount for any single incident, except as provided in paragraph 2 below.
- b. The State shall not be responsible for health care or any illness or injuries incurred while an inmate is on escape status or resulting from the negligence or fault of the Applicant or the Applicant's employees or agents.
- c. The State shall be responsible for medication or regimens specifically aimed at the treatment of conditions associated with AIDS/HIV and Hepatitis C, provided that the Applicant follows State protocols for treatment. Routine medical care

for inmates who have Hepatitis C or AIDS or are HIV positive are the responsibility of the Applicant.

- d. The Provider shall be responsible for the initial cost of transporting inmates from Wheelwright, Kentucky to its proposed facility. The State will be responsible for the cost of transporting inmates back to the State of Hawaii. If the Provider requests that an inmate be returned to Hawaii, the Provider shall be then be responsible for the cost of transportation for the return of that inmate to Hawaii. The State will also be responsible for the cost of transporting inmates from Hawaii to the proposed facility
- e. Provided that the denial of non-emergency health care does not violate any state or federal constitutional or statutory requirements, the Inmate may be required to pay for the following:
  - 1) A minimal co-payment fee for non-emergency health care visits consistent with State policies;
  - 2) Dental care for orthodontic treatment, periodontal surgery, tissue or bone grafts, dental implants, crowns or fixed bridges; and partial dentures for anterior teeth; and
  - 3) Prosthetic devices.

In converting the per diem price to point, the lowest per diem price will receive the maximum number of points allocated to cost, 100 points. The point allocations for costs on the other proposals shall be determined through the method set out as follows:

$$[\text{Lowest per diem price} \times 100 \text{ points (maximum)}] \div \text{Applicant's per diem price} = \text{Points.}$$

**C. Phase 3 – Presentation by and/or Site Visit of Proposed Facility of Priority-Listed Applicants**

Up to three Applicants receiving the highest preliminary evaluation scores will be designated as Priority-Listed Applicants. At the option of the State, the Priority-Listed Applicants may be requested to prepare an oral presentation and or host a site visitation of the facility being proposed.

If an oral presentation is selected, the presentation shall be at the Department of Public Safety, Director's Conference Room. All costs incurred by the Applicant for this presentation shall be borne by the Applicant.

If a site visitation is selected, the State shall bear the travel costs incurred by its evaluation committee for the site visit.

#### **D. Phase 4 – Final Evaluation**

Upon the completion of the oral presentations and/or site visitations, an addendum may be issued to clarify items within the scope of services, and a revised final proposal for those sections or items affected by the addendum may be requested.

A final evaluation shall be conducted after the oral presentation, site visit, and revised final proposal, if necessary, using the criteria specified in Phase 2.

#### **E. Phase 5 - Recommendation for Award**

Each notice of award shall contain a statement of findings and decision for the award or non-award of the contract to each applicant.

#### COMPUTATION OF WEIGHTS TO EVALUATION CRITERIA

The final score of each proposal shall be the result of the following weights being applied to the criteria:

	<b><u>Maximum Points</u></b>	<b><u>Weight</u></b>	<b><u>Weighted Points</u></b>
Program Overview	0	0	0
A. Experience and Qualifications	100	10%	10.0
B. Inmate Services	100	10%	10.0
C. Programming	100	25%	25.0
D. Health Care	100	10%	10.0
E. Security & Safety	100	20%	20.0
F. Cost	100	25%	<u>25.0</u>
Total Weighted Points			100.0

# **Section 5**

## **Attachments**

- A. Proposal Application Checklist
- B. Sample Table of Contents

## Proposal Application Checklist

Applicant: \_\_\_\_\_

RFP No.: **PSD 08-ID/MB-24**

The applicant's proposal must contain the following components in the order shown below. This checklist must be signed, dated and returned to the purchasing agency as part of the Proposal Application. SPOH forms are on the SPO website. See Section 1, paragraph II Website Reference.\*

Item	Reference in RFP	Format/Instructions Provided	Required by Purchasing Agency	Completed by Applicant
<b>General:</b>				
Proposal Application Identification Form (SPO-H-200)	Section 1, RFP	SPO Website*	<b>X</b>	
Proposal Application Checklist	Section 1, RFP	Attachment A	<b>X</b>	
Table of Contents	Section 5, RFP	Section 5, RFP	<b>X</b>	
Proposal Application (SPO-H-200A)	Section 3, RFP	SPO Website*	<b>X</b>	
Tax Clearance Certificate (Form A-6)	Section 1, RFP	Dept. of Taxation Website (Link on SPO website)*	<b>X</b>	
Cost Proposal (Budget)				
SPO-H-205	Section 3, RFP	SPO Website*		
SPO-H-205A	Section 3, RFP	SPO Website* Special Instructions are in Section 5		
SPO-H-205B	Section 3, RFP,	SPO Website* Special Instructions are in Section 5		
SPO-H-206A	Section 3, RFP	SPO Website*		
SPO-H-206B	Section 3, RFP	SPO Website*		
SPO-H-206C	Section 3, RFP	SPO Website*		
SPO-H-206D	Section 3, RFP	SPO Website*		
SPO-H-206E	Section 3, RFP	SPO Website*		
SPO-H-206F	Section 3, RFP	SPO Website*		
SPO-H-206G	Section 3, RFP	SPO Website*		
SPO-H-206H	Section 3, RFP	SPO Website*		
SPO-H-206I	Section 3, RFP	SPO Website*		
SPO-H-206J	Section 3, RFP	SPO Website*		
<b>Certifications:</b>				
<b>Federal Certifications</b>		Section 5, RFP		
Debarment & Suspension		Section 5, RFP		
Drug Free Workplace		Section 5, RFP		
Lobbying		Section 5, RFP		
Program Fraud Civil Remedies Act		Section 5, RFP		
Environmental Tobacco Smoke		Section 5, RFP		
<b>Program Specific Requirements:</b>				
Proof of Liability Insurance	Section 1, RFP	Section 1, RFP	<b>X</b>	

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

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**ATTACHMENTS**

- TAX CLEARANCE
- CERTIFICATE OF INSURANCE
- PHOTOGRAPHS OR VIDEO OF FACILITY
- RESUMES, INCLUDING EMPLOYEE’S QUALIFICATION DATA  
(CERTIFICATIONS, AS APPLICABLE)
- PERSONNEL POLICIES AND PROCUREDURES, HIRING REQUIREMENTS

# **SECTION SIX**

## **APPENDICES**

### **APPENDICES**

- Appendix A: State of Hawaii's Substance Abuse Program.
- Appendix B: State of Hawaii's Substance Abuse Therapeutic Community including  
Level III Substance Abuse Treatment.
- Appendix C: Level III definition.
- Appendix D: Offender Assessment Protocols.  
Sample Level Service Inventory-Revised  
Sample Adult Substance Use Survey
- Appendix E: Religious Services Requirement.



## **Appendix A**

### **State of Hawaii's Substance Abuse Program**

The scope of work encompasses the following tasks and responsibilities:

A. Service Activities (Minimum and/or mandatory tasks and responsibilities)

The Department of Public Safety require that the following components of treatment services include:

1. Assessment services and treatment planning

Individuals will be referred for treatment based on the LSI/ASUS, a multi-leveled assessment which will indicate level of risk, level of criminogenic needs, and substance abuse problems across 6 domains, involvement, disruption, anti-social, emotional, defensiveness and motivation. Provider's assessment will focus on specific strengths, problem areas targeted for change and strategies for change. As part of the assessment process, the provider shall review the offender's institutional file for any additional information that may contribute to formation of the treatment plan. Information gathered in the assessment will be used to develop a treatment plan.

Treatment plans shall include treatment services (group and individual), projected time in treatment, short and long-range goals, and should measure an offender's progress in treatment. The client will agree to the treatment plan, which becomes part of the treatment record. The service provider will develop treatment phases that reflect measurable and observable changes in the clients' attitudes and behaviors. The treatment plans shall coincide with the treatment phases and document client behavioral and attitudinal changes.

Provider shall endeavor to accept into treatment those individuals who are nearing their parole hearings so that the individual can be paroled shortly after completing treatment. It should be noted that offender should be accepted into treatment so that they may complete all components of the continuum of care for her treatment.

2. Education and Treatment services

Service provider will develop an open-ended treatment program, which includes both educational services (i.e., criminogenic issues, cognitive restructuring, skill building, family issues, co-dependency issues, and substance abuse/addiction issues) and group counseling services. Program shall be tailored to deal with needs identified in the LSI/ASUS and clients' assessment and treatment plan.

Provider shall develop a behavioral-cognitive curriculum that addresses the interaction of criminal thinking and drug abuse using a group

treatment format. The curriculum shall offer a method that allows participants to explore and correct their thinking errors, learn new coping behaviors, and rehearse and practice these new behaviors and attitudes for optimal skill development. The provider shall offer a relapse prevention component to the treatment program that includes education, and rehearsal and practice of relapse prevention skills.

Class time shall be structured as below:

- 25% of time shall be spent in teaching the lessons.
- 25% of time shall be spent in review of the lessons.
- 50% of time shall be spent in practice and rehearsal of new skills learned from the lessons.

Provider shall provide at least sixteen (16) open-ended education and treatment groups that operate on an on-going basis throughout the year. The treatment groups shall be designed to be "open-ended" in order for inmates to begin treatment according to their individual availability and eligibility without having to wait for a new group to begin. It is recommended that each offender attend a minimum of two group sessions per week, approximately two (2) hours per session for a minimum of sixteen (16) weeks, thus allowing the offender to receive a total of sixty-four (64) hours of structured group education and treatment before completion of treatment. In some cases, individuals may need to have more than the recommended sixteen (16) weeks of treatment based on their personal progress in treatment.

Depending on offender availability and the size of the meeting/classroom space, the basic format for the groups is as follows:

1. Weekly education group consisting of one treatment counselor and a maximum of eighteen (18) offenders.
2. Weekly process or focus group consisting of one treatment counselor and a maximum of eighteen (18) offenders.
3. The structured group education and counseling groups shall be offered either during daytime or evening hours, during hours that do not interfere with other correctional facility priorities.
4. The structured group education and counseling groups shall be conducted in the learning center or other available facility spaces.

Please note that the prospective provider must include in their proposal a description of the philosophical basis for treatment and for dealing with incarcerated inmates who have a history of substance abuse. Additionally, all proposals must include a description of the following issues:

1. The type(s) of intervention(s) that they will use
2. The frequency and duration of the treatment intervention for each issue
3. The maximum number of inmates that will be allowed in each component of treatment

4. The admission criteria to be used for accepting offenders into the program
5. The discharge criteria for both successful completion of treatment and unsuccessful completion of treatment (i.e., termination, transfer before completion)
6. Procedures for re-admitting inmates to a program if they have been terminated for breaking rules
7. Procedures for re-admitting inmates to a program if they have already completed Level-II treatment and regress in recovery as noted by behavioral problems, positive urinalysis, facility misconducts, etc.

3. Individual Counseling

The provider shall conduct individual counseling session for each participating offender at each phase increment or when necessary as dictated by the counselor or when requested by the offender. The recommended session length should be approximately fifteen (15) minutes. Some individuals may require additional assistance to learn treatment materials, to accept the need to change, or to overcome their specific barriers to change. The individual counseling sessions may be provided to deal with issues not appropriate for the group setting.

4. Continuing Care

Providers shall develop a continuing care component for offenders that successfully complete primary treatment, including those discharged from other levels of treatment (i.e., Level-III). Continuing Care shall be provided for the purpose of reinforcing and maintaining recovery from the time of completion of treatment to the time when the offender transfers to either parole status or to a community level facility. (It is well documented in the corrections treatment research, and has been observed in our own population, that inmates who complete treatment, and who return to the general population without any continuing support, lose the effects of treatment, and regress back to criminal attitudes and behaviors.)

The continuing care component of treatment must encompass the aspects of relapse prevention, criminal conduct behaviors and attitudes, and prevention of recidivism. Additionally, other topics related to recovery should be added to the repertoire of curriculum topics, such as recovery support systems, job skill development, assertiveness vs. aggression, transportation issues, etc. It should also be noted that the offender must comply with all recommendations that are on his discharge summary from his primary treatment. An offender's length of stay in the continuing care program is dependent upon his personal ability and demonstration of maintaining responsible behavior and the counselors' observations and discretion. The continuing care component may also include process group and individual counseling.

The continuing care component shall be conducted once a week for one and half (1½) hours. The group size shall be no larger than twenty (20) offenders participating in the group. Should there be more than 20

candidates per facility, the provider may conduct more than one group at a time to insure all offenders receive the continuing care program. The continuing care component should be no less than ten (10) weeks and no more than thirty (30) weeks.

Proposal must include the following for the continuing care component available to all clients who have completed either Level - II or Level III:

Provider must provide a detailed description of the proposed continuing care program

Provider will provide the process by which they would maintain the services for an offender until she is paroled, or terminated from incarceration

5. **Booster Sessions for Completed Level-II Participants**

Booster sessions should be available to clients to return to treatment that have completed and then later have misconduct or behavioral problems that warrants a redress of treatment for success of recovery. These sessions would be extremely limited and would be used only for those offenders who have regressed that still demonstrate potential for recovery. The booster sessions should be used as a refresher for the offender who completed treatment and has somewhat digressed in his performance since completing treatment. This should not be used for the offenders who have relapsed into active substance use and abuse. Active use and abuse of substances would warrant a re-evaluation of the offender with a high probability of being recommended to Level-III treatment. Additionally, these sessions would not be used for the client who re-commits another crime while on furlough or extended furlough. Again, this offender would be re-evaluated and would again probably be recommended for Level-III treatment. Booster sessions are designed to be used for the offender who may have committed minor or moderate misconducts, demonstrates consistent poor decisions, demonstrates consistent and constant thinking errors, poor emotional control, or re-establishes himself as being resistant to the facility rules and staff authority.

## **Appendix B**

### **State of Hawaii's Substance Abuse Therapeutic Community including Level III Substance Abuse Treatment.**

The Provider shall, in a satisfactory and proper manner as determined by the Department, and in accordance with the terms and conditions of this Agreement, provide and perform the following services:

1. Provide a program plan for the various types of treatment services that will be gender-responsive in a safe, humane and healing environment.
2. Provide assessments using tools such as the ASI and bio-psycho-social summary that identifies diagnoses, recommendations and master problem lists.
3. Provide treatment planning that is individually based, specific to defined needs and includes the inmates as well as other relevant parties. Set goals, define timeliness and action items, and review charted outcomes.
4. Provide proper documentation management such as charting goals, assess the outcomes, and then based on the results, re-assess the goals and action items.
5. Provide case management to coordinate relevant services and communicate treatment focus when appropriate.
6. Provide individual counseling that is specific to the individual's defined needs.
7. Provide process group treatment including learning tools and skills to expand and process inmates' emotions about substance abuse as well as other abuse issues and how to appropriately express them.
8. Teach and monitor senior clients in conducting addiction and skill building classes.
9. Coordinate specialized services, recognizing and properly addressing other inter-related issues to be coordinated within the treatment plan.
10. Provide domestic violence and sex abuse intervention services in a safe, healing-type environment which includes mentoring, developing support systems to foster self independence, learning to experience healthy relationships through positive interaction and role modeling, and presenting a culturally appropriate service delivery free of harassment.

I. Service Activities

A. Screening

The Department will complete all substance abuse screens.

B. Assessments Services

A Substance Abuse Counselor shall conduct initial personal interviews with inmates who are referred for admission into the Therapeutic Community (TC):

1. The Adult Substance Use Survey (ASUS);
2. The Level of Service Inventory – Revised (LSI-R) provided by PSD;
3. TCUDSII;
4. Identification of lack of social/family support for clean living; and the presence of unsafe housing conditions;
5. Legal issues;
6. Social and psychological functioning and the impairment of function to each factor.

Within the initial phase of treatment, a complete Bio-Psycho-Social assessment shall be conducted and an Interpretive Summary written. The Interpretive Summary shall contain at a minimum the initial diagnosis, recommendations for treatment, and a master problem list.

Once assessed, the inmate will have a program that is tailored to her needs. Of particular importance is matching the intensity of treatment to the offender's risk level (Risk Principal) target criminogenic needs such as antisocial attitudes (Need Principle) and use cognitive-behavioral approaches to facilitate offender change (Responsivity Principle.)

C. Treatment Planning

Provider shall create a treatment plan with the inmate and treatment team specific to her needs, based on the assessment focusing on specific problem definition, interventions aimed at resolution of identified issues, and agreed upon long term and immediate goals. The treatment team will include the Provider's clinical staff, the inmate referral sources, and all other affiliated personnel. The treatment plan shall contain at a minimum:

1. Long term goal for treatment
2. Short term goals to address each problem area
3. Objectives for each problem area
4. Specific strategies to be used to achieve the objectives
5. Target dates for completion of each strategy and objectives
6. Strengths possessed by the inmate to aid in completing the plan
7. Weekly reviews of the plan

8. Monthly updates

D. Treatment

1. Counseling

a. Individual

Treatment staff shall provide individual counseling to inmates as per the treatment plan regarding the inmate's substance abuse and other defined needs. Frequency of individual sessions will vary with the inmate's need. At a minimum, the counselor will be responsible to meet with the inmate weekly to review treatment plan progress and to assign homework for the next week.

b. Group

Process Groups shall be provided daily for all inmates. A minimum of two hours each of general treatment topics and substance abuse topics shall be provided. In addition, a focus process group will be conducted each day. The breakdown will be as follows:

Pre-Treatment Group: This group will be designed to address the needs of those in the milieu that have not decided that they are ready for change. The focus of the group is to help those inmates to develop a discrepancy in the thoughts and attitudes that will lead them to make a decision to change.

Identification Group: This group allows the inmate to explore the issues she feels are most significant and to discover what needs to be changed to help resolve those issues. This group naturally follows the pre-treatment group in that these inmates will acknowledge their need to change, but are displaying some resistance to the methods that are needed to accomplish the desired goal.

Solution Focus Group: This group is designed to enable those that have identified solutions to share them with each other and receive feedback from their peers. Homework will be discussed with an emphasis on how behaviors serve and don't serve the inmate's treatment and life goals. The inmates will be challenged to overcome fears and old ideas.

Relapse Prevention Group: This group is designed to meet the needs of those that are nearing the end of their treatment experience. Specific information about relapse will be presented and discussed. Individual relapse prevention plans will be discussed and processed by the group.

Re-Entry Group: During the last two weeks of the treatment episode, the inmate will have to address leaving the treatment environment and explore feelings about the return to life outside of the walls. This group explores the skills required to live in a new way, letting go of old ideas

and patterns. The focus will vary depending on the inmates that are present.

2. Education

The treatment counselors will train senior program participants to conduct addiction education classes that are gender responsive and address basic issues related to addiction and recovery. In addition, senior participants will be taught to teach skill building classes that will improve the inmate's skills in relaxation techniques, stress management, communication, conflict resolution, decision making, parenting, etc. Treatment staff will oversee and assist as necessary all sessions to ensure the accuracy and effectiveness of peer educators.

3. Referral and Discharge Planning

The Provider will assist the offender with discharge planning that will include identification of Aftercare support, community sources of support, counseling resources for ongoing family and other therapy, and referrals as appropriate. Each discharge plan will include a minimum amount of time in Aftercare, after which the client will receive her clinical discharge.

E. Case Management

The Provider shall provide case management services to include:

1. Participation of the Senior Counselor in weekly meetings with the facility staff. Treatment counselors and TC staff shall meet weekly to review all inmates and their progress.
2. Assistance in the collection of data and preparation of reports.

F. Documentation

Provider's supervisors and senior staff shall ensure that clinical charts are kept in accordance with CARF and ADAD standards and that documentation is entered in a timely manner so as to reflect current information as to the inmate's progress. Clinical charts will contain at a minimum the following:

1. Inmate's Screening documents,
2. Intake documents including signed Consents to Treatment, Contracts for Behavior, and appropriate Consents to Release Confidential Information,
3. Inmate's Assessment with Interpretive Summary,
4. Master Problem List,
5. Treatment Plan and all Treatment Plan Reviews,



6. Treatment plans will be reviewed weekly with inmate and updated to reflect current assignments and progress towards completion of past assignments. Every other week a formal treatment plan review will be completed and documented on the treatment plan review form.
7. Weekly Progress Notes, referencing treatment plan Goals,
8. Treatment Activities Log,
9. Discharge summaries including prognosis and recommendations,
10. Any other required documentation as determined by facility staff and Provider staff.

G. Domestic Violence and Sex Abuse Intervention Services

Services shall be conducted through educational classes, process groups and individual sessions. Inmates will learn to recognize patterns of abusive relationships, develop skills and behaviors to support making changes, and take responsibility for using these skills.

Services to victims of domestic violence and sexual abuse shall also include the following:

- a. Support Counseling.
- b. Support in preparing restraining orders.
- c. Assistance with court and court-related services.
- d. Information and referral services regarding legal, criminal and other issues of domestic violence.
- e. Assistance in obtaining legal representation.
- f. Crisis Counseling.
- g. Outreach services.

## **Appendix C**

### **Level III Definition**


**Level III** is an intensive long-term residential treatment program lasting 9-15 months in therapeutic communities. It is for inmates who are diagnosed as substance dependent and who are assessed as having significant psychosocial impairment and deficits, which also need treatment.

Level III consists of intensive group therapy in addition to education in addiction, recovery, criminal thinking and in life skills. All facets of the community's life are treatment oriented. As the TC residents live and work together separated from the general population, they encourage and challenge each other to practice recovery skills and to change their criminal thinking and behavior. TC counselors develop individual treatment plans with each offender and continually evaluate their progress in relation to those plans.

The first two phases of the TC program are orientation to treatment and primary substance abuse treatment. The third phase involves preparing the inmate for transition back into the community. Inmates who need intensive transitional services would be referred to the Bridge Program.

The Therapeutic Community approach to substance abuse treatment is a psychosocial, experiential learning process, which utilizes the influence of positive peer pressure within a highly structured social environment. The primary therapeutic change agent is the community itself, including staff and program participants together as members of a "family." The culture is defined by a mutual self-help attitude where community members confront each other's negative behavior and attitudes and establish an open, trusting and safe environment where personal disclosure is encouraged, and the prison culture of the general population is rejected. Participants need to view staff as role models and rational authorities rather than as custodians or treatment providers.

NOT CONFIDENTIAL

	<b>DEPARTMENT OF PUBLIC SAFETY</b> <b>CORRECTIONS ADMINISTRATION</b> <b>POLICY AND PROCEDURES</b>		<b>EFFECTIVE DATE:</b> 04/01/04	<b>POLICY NO.:</b> COR. 14.26
			<b>SUPERSEDES (Policy No. &amp; Date):</b> New	
	<b>SUBJECT:</b> <b>OFFENDER ASSESSMENT PROTOCOLS</b>			Page 1 of 6

Log No. 2004-2082

**1.0 PURPOSE**

To implement the department-wide use of standardized protocols for adult offender assessment instruments.

**2.0 REFERENCES AND DEFINITIONS****2.1 References**

- a. Chapter 353-6, HRS, Establishment of Community Correctional Centers
- b. Chapter 353-10, HRS, Intake Service Centers
- c. Chapter 353-62, HRS, Hawaii Paroling Authority; Responsibilities and Duties; Operations; Records, Reports, Staff
- d. Memorandum of Agreement between the Department of the Attorney General, Department of Public Safety, Department of Health, and the Judiciary, State of Hawaii, effective April 17, 2002.

**2.2 Definitions**

- a. Criminal Justice Agencies: The Probation Divisions, the Department of Public Safety, and the Hawaii Paroling Authority.
- b. Interagency Council on Intermediate Sanctions Policy Group: A group established by Order of Appointment, issued by Chief Justice Ronald Moon, January 11, 2002.
- c. Level of Service Inventory-Revised (LSI-R): A predictive risk and needs scale that assesses an offender's propensity for further unlawful and rule-violating behavior based upon criminal history and dynamic risk factors.
- d. Adult Substance Use Survey (ASUS): A comprehensive secondary assessment tool for substance abuse treatment.

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- e. Reassessment: A file and/or face-to-face interview to review an offender's risk/needs after the initial LSI and ASUS.
- f. Over-ride: An assignment of an inmate to a different level of treatment/program as determined by risk/need instruments.
- g. Criminogenic Needs: Attributes that are directly linked to criminal behavior.
- h. Proxy: A jail abbreviated risk-screening instrument used to determine the level of investigation and supervision services to be provided to an offender.
- i. LSI-R/ASUS Consent Form: A pretrial form signed by the defendant acknowledging his/her voluntary participation in being assessed by the LSI-R/ASUS.
- j. Supervision Standards: Minimum required supervision tasks and activities determined by the defendant's classification.
- k. Face to Face Contact: An interview by the assigned officer with the offender at the office, work place, home or other appropriate sites to provide counseling, acquire information, and provide information as part of supervision.
- l. Certification: Passing scores of 3 or less scoring errors on the LSI and a .36 entry-level MI score.
- m. Cyzap: Internet database used by all Criminal Justice agencies to store the offender's scores (Attachment A).

### 3.0 POLICY

- .1 The Department of Public Safety shall ensure that all eligible offenders are administered the LSI-R/ASUS by certified staff in a timely manner.
- .2 The Department of Public Safety shall maintain a common information system platform containing current offender-based information for interagency collaboration.

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- .3 The Department of Public Safety shall be responsible for quality assurance in the application of the assessment instruments.
- .4 Any significant changes to this policy will conform to the goal of the Interagency Council on Intermediate Sanctions.

#### 4.0 PROCEDURES

##### .1 Intake Service Center

- a. Staff shall complete the proxy-screening instrument at the initial intake interview.
- b. Staff shall enter the scores of the proxy into the ISC database.
- c. Staff shall attempt to obtain the offender's written consent to conduct the LSI-R and ASUS at the initial intake interview with all pretrial felon offenders.
- d. Staff shall complete the LSI-R and ASUS on all pretrial felons granted supervised release that have signed a written consent and have a proxy score of 5 or higher.
- e. Staff will complete the LSI-R and ASUS within 30 days of being released on supervised release.
- f. Staff shall use the results of the LSI-R and ASUS data to assign the appropriate level of supervision.
- g. Staff shall use the results of the LSI-R and ASUS data as guidelines to identify and address service and treatment needs of the offender.
- h. Staff shall identify and request a need for score over-ride when deemed appropriate.

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- i. Staff will reassess the LSI-R and ASUS scores of the offender every 6 months or upon any significant event that alters the domain identified for change during the period of supervised release.
- j. Staff shall enter the completed LSI-R and ASUS information in the Cyzap Internet database.

## .2 Correctional Facilities

- a. All newly sentenced inmates entering the RAD Unit shall have a LSI-R and ASUS completed by trained and certified staff within 45 days.
- b. RAD staff shall use the results of the LSI and ASUS to identify appropriate program and treatment level when completing the Initial Prescriptive Plan.
- c. LSI-R and ASUS reassessments shall be completed as part of the inmate transfer request packet submitted to the Inmate Classification Office for transfer to a minimum or community based facility.
- d. LSI-R and ASUS reassessments shall be completed on all inmates within 24 months to their parole eligibility date.
- e. LSI-R and ASUS Instruments shall be completed within 30 days of placing an inmate on furlough and within 60 days upon placing an inmate on extended furlough.
- f. Staff shall enter the completed LSI-R and ASUS information into the Cyzap Internet database.
- g. Staff shall reassess LSI-R and ASUS scores every 6 months upon admittance into a minimum or community-based facility or any significant event affects the six criminogenic factors identified in the LSI-R.
- h. Staff may request an over-ride to a program and/or an identified level of treatment when appropriate. Such request shall accompany a request for such an exception through the inmate Exception Case form.

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#### 5.0 RESPONSIBILITY

- .1 Wardens and Branch Managers or designee shall ensure that all staff are properly trained and certified in the use of the LSI-R and ASUS.
  - a. Supervisors shall ensure that staff is appropriately trained to complete the proxy screening, LSI-R and ASUS instruments.
  - b. Supervisors shall ensure that staff is properly trained to enter and retrieve LSI-R and ASUS data from the Cyzap Internet database.
  - c. Supervisors shall ensure that the proxy-screening instrument is completed on all newly admitted pretrial felons in a timely manner.
  - d. Supervisors shall ensure that the LSI-R and ASUS initial and reassessment instruments are completed on all offenders meeting the criteria in a timely manner.
  - e. Supervisors shall be responsible for conducting random reviews of staff interviews and scoring of the LSI-R and ASUS instruments to maintain consistency in scoring and to identify any (gross) scoring errors.
  - f. Supervisors shall be responsible for identifying staff in need of retraining and developing an action plan. Such plan shall be submitted to the manager or warden for approval.
  - g. Supervisors shall be responsible for conducting random case reviews to ensure the LSI-R and ASUS data are being used as part of the case planning process.
  - h. Supervisors shall be responsible for reviewing and approving or disapproving any request for score over-rides.

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**6.0 SCOPE**

This policy applies to all supervisors/managers and staff assigned to assess and evaluate offenders.

APPROVAL RECOMMENDED:

  
Deputy Director for CorrectionsAPRIL 16, 2004  
Date

APPROVED:

  
Director  
APR 17, 2004  
Date



Assess

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## ATTACHMENT A

## Level of Service Inventory -R

Assessment ID: DOCH-LSI-572

Assessed: 03/15/04

Name: [REDACTED]

DOB:	05/05/1962	Sentence Date:		Unit:	Parole
Gender:	Male	Offense:		County:	Oahu
Assessor:	reassid@oahu	Offense Group:			
Purpose:	Initial Assessment	Offense Type:	Property, Class B		
Case #:		Assessment Status:	Post-Sentence		
SUHM:	3	Disposition:	Prison		

Total Score: 22

Change Score: 20

Risk: Moderate

N	Y	Criminal History	0.30	N	Y	Leisure/Recreation	
1.	X	Any prior adult convictions		30.	X	No recent participation in an organized activity	1.00
2.	X	Two or more prior convictions		31.	1	Could make better use of time	.40
3.	X	Three or more prior convictions				Companions	
4.	X	Three or more present offenses		32.	X	A social isolate	
5.	X	Arrested under age 18		33.	X	Some criminal acquaintances	
6.	X	Ever incarcerated upon conviction		34.	X	Some criminal friends	
7.	X	Escape history from a correctional facility		35.	X	Few prosocial acquaintances	
8.	X	Ever punished for institutional misconduct Num: 1		36.	X	Few prosocial friends	
9.	X	Charges filed or status revoked on probation/parole				Alcohol/Drug Problem	.78
10.	X	Official record of assault/violence		37.	X	Alcohol problem, ever in lifetime	
		Education/Employment	0.70	38.	X	Drug problem, ever in lifetime	
		When in labor market		39.	2	Alcohol problem in last 12 months	
11.	X	Currently unemployed		40.	1	Drug problem in last 12 months Joe & the	
12.	X	Frequently unemployed		41.	X	Law violations	
13.	X	Never employed for a full year		42.	X	Marital/Family	
14.	X	Ever fired or asked to resign		43.	X	School/Work	
		School or when in school		44.	X	Medical	
15.	X	Less than regular grade 10		45.	X	Other indicators financial	.00
16.	X	Less than regular grade 12				Emotional/Personal	
17.	X	Suspended or expelled at least once		46.	X	Moderate interference	
18.	0	Participation/performance		47.	X	Severe interference, active psychosis	
19.	0	Peer interactions		48.	X	Mental health treatment ever in lifetime	
20.	0	Authority interactions		49.	X	Mental health treatment in last 12 months	
		Finance	0.50	50.	X	Psychological assessment indicated	
21.	3	Financial Problems				Attitudes/Orientation	.00
22.	X	Reliance upon social assistance		51.	2	Supportive of crime	
		Family/Marital	0.00	52.	2	Unfavorable toward convention	
23.	2	Dissatisfaction with marital situation		53.	X	Poor toward sentence	
24.	2	Non-rewarding, parental		54.	X	Poor toward supervision	
25.	2	Non-rewarding, other relatives				Comments/Override:	
26.	X	Criminal-Family/Spouse					
		Accommodation	0.00				
27.	3	Unsatisfactory					
28.	X	Three or more address changes last year					
29.	X	High crime neighborhood					

The Level of Service Inventory-Revised (LSIR) by D. A. Andrews, Ph.D and James I. Bonta, Ph.D. © 1985, Multi-Health Systems Inc. in USA  
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Assess

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## ATTACHMENT A

## ADULT SUBSTANCE USE SURVEY - ASUS

Assessment ID: DOCH-ASUS-736

Assessed: 03/15/04

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Name: [REDACTED]

DOB: 05/05/1982	Prior AOD OP TX: 1-2	Last Yr	Assessor: rnsaid@oahu
Age: 41	AOD IP TX: 1-2		Employment:
Gender: Male	MH TX: None		Other Status:
Ethnicity: Caucasian (no mix)	Drug Ed Class: None		Age of First Arrest:
Marital: Married	AOD Arrests: None		
Education: 12 years			

Substance Use History	Life time	Last 6 mo	Age of last use	Drug Category	Life time	Last 6 mo	Age of last use
1. Alcohol	1-10	0		7. Heroin	0	0	
2. Marijuana	11-25	0		8. Other Opiates	1-10	1-10	4
3. Cocaine	0	0		9. Sedatives	0	0	
4. Amphetamines	1-10	1-10	41	10. Tranquilizers	0	0	
5. Hallucinogens	0	0		11. Cigarettes	No longer		
6. Inhalants	0	0					
				SUHM/Tx (based on LSITotal)	Weekly Therapy		

## Critical Summary:

## ASUS Summary Profile

SCALE	Score	Low 1	2	3	Medium 4	5	High Medium 6	7	8	High 9	10	NORM SET
1. Involvement1	5											2542 adult probationers screened for potential alc or drug problem
2. Disruption1	4											
3. Social	5											
4. Mood	4											
5. Global	18											
6. Six Month	3											666 IP & IOP Tx Clients
7. Defensive	11											
8. Motivation	21											
9. ASUS Rating	4											
10. Involvement2	5											
11. Disruption2	4											

## Treatment Guidelines (based on ASUS Involvement and Disruption Score)

Involvement Score	Disruption Score	Level of Use & Problem Description	L
5	4	Low use, low-medium disruption, low-medium needs	

Referral Guidelines: Comprehensive assessment 12-18 hrs AOD education class. Low intensity outpatient (1-2 hrs wk). UAs if drug use

## Evaluator Impression

AOD Use Involvement:	1-Minimal-Low
AOD Use Disruption:	3-Low-Moderate
AOD Use Service readiness:	7-Moderate-High
Comments	

Information in the ASUS summary is based on the client's self report. It is dependent on his or her ability and willingness to validly respond to questions. It represents the individual's perception of self regarding alcohol and other drug use, concerns about self and relationship to others willingness to be involved in the change process. This information should be used only in conjunction with information from all other sources in making referral or treatment decisions. No one piece of information from this or any other source should be used solely to make such decision always best to engage the client in a partnership when making referral and treatment decisions.

## **Appendix E**

### **Religious Services Requirement.**

The offer shall provide for religious services in compliance with ACA Standards for Adult Felony Inmates, Constitutional Rights, Federal Law, and Supreme Court Decisions. These shall include, but are not limited to providing a "qualified chaplain with clinical pastoral education or equivalent specialized training and/or experience, and (2) endorsement by the appropriate religious certifying body. The chaplain assures equal status and protection for all religions"; that the chaplain have access to the entire facility including housing, medical, and special management units; that the chaplain shall assist inmates in contacting representatives with appropriate credentials from the faith groups requested by inmates; that " the chaplain plan direct and coordinate all aspects of the religious programs including approval and training of both lay and clergy volunteers from faiths represented by the inmate population", "written policy, procedure, and practice that provide inmates with the opportunity to participate in practices of their religious faith that are deemed essential by the faith's judicatory, limited only by documentation showing threat to the safety of the persons involved or that the activity itself disrupts order in the institution", and that the least restrictive measures were used when denial was deemed necessary; adequate space and equipment to conduct religious programs, provision for approved religious diets especially vegetarian, Halal, and Kosher